



# LAWRENCEVILLE

## GEORGIA

### CITY COUNCIL REGULAR MEETING AGENDA

---

Wednesday, November 17, 2021  
7:00 PM

Council Assembly Room  
70 S. Clayton St, GA 30046

---

#### **Call to Order**

#### **Bicentennial Fact**

#### **Prayer**

#### **Pledge of Allegiance**

#### **Agenda Additions / Deletions**

#### **Approval of Prior Meeting Minutes**

1. October 13, 2021 Special Call
2. October 13, 2021 Work Session
3. October 25, 2021 Regular Meeting and Executive Session
4. September 27, 2021 Regular Meeting and Executive Session

#### **Announcements**

#### **Public Comment**

Presentations will be limited to 2 minutes per person and Council will not respond to the comment.

#### **Consent Agenda**

These are items on which the Mayor and Council are in agreement to approve and are placed on the agenda to be approved in one vote.

5. Purchase of new Backup Systems
6. 2022 Council Meeting Dates

- [7.](#) Construction and/or Replacement of Concrete Curbs, Gutters, Catch Basins, and Sidewalks on an Annual Contract
- [8.](#) Amend City Code of Ordinances Section 34-1 to allow for the County or City to bill property taxes
- [9.](#) Resolution for Georgia Transportation Infrastructure Bank (GTIB) Grant Application for Scenic Highway at Jackson Street/New Hope Road Improvement Project
- [10.](#) Authorize Submission of Grant Request to State of Georgia for First Responder Supplemental Pay
- [11.](#) Authorize Submission of Grant Request to State of Georgia (ARP Funds) for Sewer Improvements
- [12.](#) American Rescue Plan Act Funds Budget Amendment FY 2022
- [13.](#) Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the transfer of property at 1004, tax parcel R5111 051 and 1026, tax parcel R5110 001, Lawrenceville Highway for the purposes of redevelopment
- [14.](#) 2022 Amendment to Building Lease of January, 2011 with Randy's Nursery
- [15.](#) Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the 7.072 acre tract of land known as Lawrenceville DOT Parcel PM 2816
- [16.](#) Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the 1.22 acre tracts of land known as SR316/SR20/Reynolds Road Property (Tax Parcel R7012 016A and R7012 020)
- [17.](#) Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the tracts of land known as Public Works Outparcel – Pike Street
- [18.](#) Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the 1.345 acre tract of land known as Collins Hill Road at Hurricane Shoals Road Old ROW

### **Public Hearing New Business**

Discussion will be limited to 7 minutes per side including rebuttal. Discussions on Zoning issues will be limited to 10 minutes per side including rebuttal. Questions and answers from Council Members will not infringe on the time limit.

- [19.](#) SUP2021-00051; Wade Marketing & Consulting Services; 3130 Sugarloaf Parkway, Suite 1200
- [20.](#) Update to Article III (Noise Regulations) of Chapter 20 (Environment) of the Code of the City of Lawrenceville

### **Council Business New Business**

There is no public comment during this section of the agenda unless formally requested by the Mayor and the Council.

[21.](#) Acquisition of 1 parcel located at 452 Eaton Street

[22.](#) Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville (DDA) to transfer 452 Eaton Street for redevelopment purposes

**Executive Session – Personnel, Litigation, Real Estate**

**Final Adjournment**



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 17, 2021

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

<b>Item:</b>	Purchase of new Backup Systems
<b>Department:</b>	Information Technology Department
<b>Date of Meeting:</b>	Wednesday, November 17, 2021
<b>Fiscal Impact:</b>	\$107,291.92
<b>Presented By:</b>	Kyle J. Parker, Information Technology Director
<b>Action Requested:</b>	Approval to purchase new backup systems for the City Hall and Police Department networks from SHI International for \$107,291.92 and to authorize the City Manager to execute any necessary agreements pending the City Attorney's review. Prices are from Georgia State Contract and OMNIA cooperative contract.

---

**Summary:** The backup systems at City Hall and the Police Department are outdated and are at their end-of-life. Staff is proposing to replace the existing systems with Veeam backup software, StoneFly local storage system, and Wasabi cloud storage. The new system provides the ability to backup locally and to the cloud. Included are additional backup functions to backup our cloud-based email system Office 365.

**Fiscal Impact:** Amount of \$107,291.92. This project is funded by the Capital Outlay Fund (3551535-541000). Project 02-014.

**Attachments/Exhibits:**

SHI Quote-21195473.pdf (Veeam)  
 SHI Quote-21195746.pdf (StoneFly)  
 SHI Quote-20923899.pdf (Wasabi)





Pricing Proposal  
Quotation #: 21195473  
Created On: 10/28/2021  
Valid Until: 11/30/2021

5.

## City of Lawrenceville

### Kyle Parker

70 South Clayton St  
3rd Floor  
Lawrenceville, GA 30046  
United States  
Phone: (770) 963-2414  
Fax:  
Email: Kyle.Parker@LawrencevilleGA.Org

## Inside Account Executive

### Lauren Rallis

290 Davidson Ave  
Somerset, NJ 08873  
Phone: 732-652-3086  
Fax:  
Email: lauren\_rallis@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Veeam Availability Suite Universal Subscription License. Includes Enterprise Plus Edition features. 3 Year Subscription Upfront Billing & Production (24/7) Support. Veeam Software - Part#: P-VASVUL-0ISU3YP-00 Contract Name: Software Contract #: 99999-SPD-SPD0000060-0003	8	\$2,993.34	\$23,946.72
2 Veeam Backup for Microsoft Office 365 - Upfront Billing License (3 years) + Production Support - 1 user - public sector - ESD - minimum purchases of 10 licenses per order - Win Veeam Software - Part#: P-VBO365-0U-SU3YP-00 Contract Name: Software Contract #: 99999-SPD-SPD0000060-0003	300	\$37.08	\$11,124.00
Total			\$35,070.72

## Additional Comments

1. By issuing a purchase order or acknowledging this quote, when applicable, Customer certifies that employees at each of their locations adhere to all applicable export and re-export control laws and regulations covering the distributed products purchased and/or received by the Customer.
2. By issuing a purchase order or acknowledging this quote, and when applicable, Customer understands that the commodities, software and/or technology ("Items") it purchases or receives under this quote may be subject to export, re-export, or other restrictions. Customer agrees to comply with all applicable laws and regulations relating to the export and re-export of such Items obtained by Customer.

Veeam has a no returns policy.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

that applicable line item.

5.



## City of Lawrenceville

### Kyle Parker

70 South Clayton St  
3rd Floor  
Lawrenceville, GA 30046  
United States  
Phone: (770) 963-2414  
Fax:  
Email: Kyle.Parker@LawrencevilleGA.Org

## Inside Account Executive

### Lauren Rallis

290 Davidson Ave  
Somerset, NJ 08873  
Phone: 732-652-3086  
Fax:  
Email: lauren\_rallis@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 StoneFly XD-Series Enterprise Appliance, Gen 10, 3U, Supports up to 16 Drives (3.5" SAS), Stonefly - Part#: SFY-XD10-16B Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$9,687.69	\$19,375.38
2 Customer-Supplied Veeam Licenses Stonefly - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00
3 StoneFly DR365V Virtual Storage Appliance License Package: StoneFly SCVM 8.x Virtual Storage Appliance - SAN Management 64-Bit Storage Concentrator Virtual Machine - Includes iSCSI Base OS, Advanced Features with Snapshot & Synchronous Replication, Thin P Stonefly - Part#: SFY-DRV-06 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00
4 Add StoneFly iSCSI Asynchronous Replication (One-to-Many & Many-to-One), Stonefly - Part#: SF8X-ASYNCH-SC Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$1,084.62	\$2,169.24
5 Add StoneFly NAS (Support for CIFS/SMB & NFS Volumes, NAS Segment AES256 Data Encryption, WORM Compliant Policy-Based NAS Storage Support, Built-In Virus, Malware and Ransomware Detection and Removal for NAS Volumes, NAS Tiering, Supports Unlimited NAS Stonefly - Part#: SF8X-NAS-SC Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$540.00	\$1,080.00

6 Customer-Supplied VMware Hypervisor License, Stonefly - Part#: SFY-D-BYOLHV-VM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00
---	---	--------

7	Hypervisor Version Installed for Customer-Supplied License: VMware vSphere - ESXi 7.0 Stonefly - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00
8	Customer will supply the Windows License for the Backup Management VM, Stonefly - Part#: SFY-D-BYOLWINVM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00
9	Backup Management VM Version Installed for Customer-Supplied License: Microsoft Windows Server 2019 Standard Stonefly - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00
10	Dual 12-Core 2.2GHz 2nd Gen Scalable Xeon Silver Processors, Stonefly - Part#: SFY-XD10-U-XEON12C22 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$646.15	\$1,292.30
11	256GB High Speed Dual-Channel System Memory with Buffered Error Checking and Correction, Stonefly - Part#: SFY-XD10-U-256GB Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$1,950.00	\$3,900.00
12	512GB PCI-E Based NVMe SSD for Virtualization and Storage Engine, Stonefly - Part#: SFY-XD10-U-OS512 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$76.15	\$152.30
13	Dual 10Gb RJ-45 Ports [Backwards Compatible with 1Gb] (Standard) Stonefly - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00
14	Add Dual 10Gb SR Optical Ports with 10Gb SFP+ SR Optical Transceiver Modules, Stonefly - Part#: SFY-NET04- Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$964.62	\$1,929.24
15	Gigabit Management Port and Intelligent Platform Management Interface (IPMI) v2.0 with Virtual, Media and KVM-Over-LAN Stonefly - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00
16	16TB 7200RPM Enterprise 12Gb SAS Drive Pack, Stonefly - Part#: SFY-12GS-A-16TB Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	26	\$630.77	\$16,400.02
17	High-Performance 12Gb SAS Hardware RAID Controller with RAID Cache Battery Backup, Supports RAID Levels 0, 1, 5, 6, 10, 50 and 60, Supports up to 240 Total Drives via EBODs Stonefly - Part#: Contract Name: Omnia Partners - IT Solutions	2	\$0.00	\$0.00

18	Redundant High-Efficiency Hot-Swappable Power Supply (Certified 80-PLUS® Platinum or Above) Stonefly - Part#: SFY-12GS-A-16TB Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00	5.
19	Professional Services: Remote Installation, Configuration, Testing, Training (Up to 2-Hours), Stonefly - Part#: SRV-RMT-INST-2HR Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$384.62	\$769.24	
20	StoneFly Gold Support Service, 3-Years from Ship Date Stonefly - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$7,407.69	\$14,815.38	
21	Shipping: 3-Day Saver Stonefly - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$442.31	\$884.62	
			Total	\$62,767.72	

#### Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

University System of Georgia IT Handbook  
[http://www.usg.edu/information\\_technology\\_handbook/](http://www.usg.edu/information_technology_handbook/)

Georgia Technology Authority – Enterprise IT Policies, Standards, and Guidelines  
<http://gta.georgia.gov/psg/>

*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*



Pricing Proposal  
Quotation #: 20923899  
Created On: 8/25/2021  
Valid Until: 11/30/2021

5.

---

## City of Lawrenceville

---

### Kyle Parker

70 South Clayton St  
3rd Floor  
Lawrenceville, GA 30046  
United States  
Phone: (770) 963-2414  
Fax:  
Email: Kyle.Parker@LawrencevilleGA.Org

---

## Inside Account Executive

---

### Lauren Rallis

290 Davidson Ave  
Somerset, NJ 08873  
Phone: 732-652-3086  
Fax:  
Email: lauren\_rallis@shi.com

All Prices are in US Dollar (USD)

#### Product

Qty	Your Price	Total
-----	------------	-------

1	Wasabi Reserved Capacity Hot Cloud Storage - 50TB for 3 Years Wasabi Technologies - Part#: Wasabi-RCS-50-3 Contract Name: Software Contract #: 99999-SPD-SPD0000060-0003	\$9,453.48	\$9,453.48
---	---	------------	------------

---

Total	\$9,453.48
-------	------------

#### Additional Comments

---

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

University System of Georgia IT Handbook  
[http://www.usg.edu/information\\_technology\\_handbook/](http://www.usg.edu/information_technology_handbook/)

Georgia Technology Authority – Enterprise IT Policies, Standards, and Guidelines  
<http://gta.georgia.gov/psg/>

---

*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 17, 2021

AGENDA CATEGORY: COUNCIL BUSINESS

**Item:** 2022 Council Meeting Dates

**Department:** City Clerk

**Date of Meeting:** Wednesday, November 17, 2021

**Fiscal Impact:** None

**Presented By:** Karen Pierce, City Clerk

**Action Requested:** Approve the 2022 Council Meeting and Work Session Dates.

---

**Attachments/Exhibits:** 2022 Council meeting calendar

## 2022 COUNCIL MEETING SCHEDULE

<b>Work Session – 5PM</b>	<b>Council Meeting – 7PM</b>
<b>Meeting Date</b>	<b>Meeting Date</b>
January 12, 2022	January 26, 2022 (Wednesday)
February 9, 2022	February 28, 2022
March 9, 2022	March 28, 2022
April 13, 2022	April 25, 2022
May 11, 2022	May 23, 2022
June 8, 2022	June 20, 2022
July 13, 2022	July 25, 2022
August 10, 2022	August 22, 2022
September 14, 2022	September 26, 2022
October 12, 2022	October 24, 2022
November 16, 2022*	November 16, 2022
December 14, 2022*	December 14, 2022

Note:

Council Meetings are normally held at 7:00 PM

Work Sessions are normally held at 5:00 PM

\*November and December Work Sessions will be held at 2pm.





# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR SESSION, NOVEMBER 17, 2021

AGENDA CATEGORY: COUNCIL BUSINESS

<b>Item:</b>	Construction and/or Replacement of Concrete Curbs, Gutters, Catch Basins, and Sidewalks on an Annual Contract
<b>Department:</b>	Engineering
<b>Date of Meeting:</b>	Wednesday, November 17, 2021
<b>Fiscal Impact:</b>	\$800,000.00
<b>Presented By:</b>	Jim Wright, City Engineer
<b>Action Requested:</b>	Approval to renew Construction and/or Replacement of Concrete Curbs, Gutters, Catch Basins, and Sidewalks on an Annual Contract to The Dickerson Group, Inc. and DAF Concrete, Inc. in the total combined amount of \$800,000.00.

---

**Summary:** This is an on-demand contract for services that include but are not limited to pouring concrete structures, curbs and gutters, catch basins, spillways, brick paving, sidewalks, and driveways. It will be used on an as-needed basis. The contractors will supply all labor, materials, and equipment necessary to perform the various jobs. This is the first of four renewal options. Pricing for The Dickerson Group, Inc. has increased 10% as stipulated in the agreement while DAF Concrete, Inc. is holding their pricing firm.

**Fiscal Impact:** Amount of \$800,000.00. This contract is funded by the Capital Outlay Fund (3554200.541000). Project 08-005.

**Attachments/Exhibits:**  
Bid Tabulation

AQ004-21

**Construction and/or Replacement of Concrete Curbs, Gutters, Catch Basins, and Sidewalks on an Annual Contract Public Works**

				The Dickerson Group, Inc.		DAF Concrete, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Demo Exis. 6"X 24" Concrete Curb & Gutter	400	LF	\$38.50	\$15,400.00	\$5.00	\$2,000.00
2	Demo Exis. Concrete Sidewalk Incl. H/Cap Ramps.	100	SY	\$49.50	\$4,950.00	\$10.00	\$1,000.00
3	Demo Exis. Concrete Driveways	300	SY	\$60.50	\$18,150.00	\$10.00	\$3,000.00
4	Demo Exis. Concrete Catch Basin Top & Thought	5	Each	\$2,750.00	\$13,750.00	\$150.00	\$750.00
5	Ditch/ Stream Cleanout – Remove Debris Loose Material, Silt and Vegetation At Culverts & Storm Drain Structures and Hall Off Unsuitable Soil.	100	CY	\$44.00	\$4,400.00	\$50.00	\$5,000.00
6	Construct Complete New 4" Thick - Sidewalk Type "A" With No Bricks Pavers - W/ Broom Finish, Min. 3000 Psi, Incl. Min. 4" GAB.	100	SY	\$44.00	\$4,400.00	\$50.00	\$5,000.00
7	Construct Complete New 4" Thick - Sidewalk Type "B 1" With Bricks Pavers - W/ Broom Finish, Min. 3000 Psi, Incl. Min. 4" GAB.	100	SY	\$57.20	\$5,720.00	\$150.00	\$15,000.00
8	Construct Complete New 4" Thick - Sidewalk Type "B-2" With Bricks Pavers - W/ Broom Finish, Min. 3000 Psi, Incl. Min. 4" GAB.	100	SY	\$57.20	\$5,720.00	\$150.00	\$15,000.00
9	Construct Complete New 4" Thick - Sidewalk Type "B-3" With Bricks Pavers - W/ Broom Finish, Min. 3000 Psi, Incl. Min. 4" GAB.	100	SY	\$58.30	\$5,830.00	\$150.00	\$15,000.00
10	Construct Complete New 4" Thick - Sidewalk Type "C" With Bricks Pavers - W/ Broom Finish, Min. 3000 Psi, Incl. Min. 4" GAB.	100	SY	\$49.50	\$4,950.00	\$150.00	\$15,000.00
11	Construct Complete New Handicap Ramps – All Types With Yellow Plastic Dome Pads, Including GAB & Excavation	80	SF	\$41.80	\$3,344.00	\$20.00	\$1,600.00
12	Construct Complete Con. Curb & Gutter. 6 In X 24 In, Including Gab & Excavation	500	LF	\$30.80	\$15,400.00	\$25.00	\$12,500.00
13	Construct Complete Concrete Driveway Apron, 6" Thick - W/ 6x6 Wwf & GAB Including Excavation)	500	SY	\$60.50	\$30,250.00	\$40.00	\$20,000.00
14	Class " B" Concrete	50	CY	\$605.00	\$30,250.00	\$200.00	\$10,000.00
15	Flowable Fill	25	CY	\$330.00	\$8,250.00	\$200.00	\$5,000.00
16	Construct Complete Double Wing Catch Basin (Less Than 8' Depth)	5	Each	\$4,950.00	\$24,750.00	\$1,000.00	\$5,000.00
17	Construct Complete Single Wing Catch Basin (Less Than 8' Depth)	5	Each	\$4,950.00	\$24,750.00	\$1,000.00	\$5,000.00
18	Construct/Replace Complete Con. Tops For Catch Basins & Manholes	5	Each	\$2,750.00	\$13,750.00	\$1,500.00	\$7,500.00
19	Construct Complete Pedestal Inlet (Less Than 8' Depth)	3	Each	\$4,950.00	\$14,850.00	\$1,000.00	\$3,000.00

20	Construct Complete Hood & Frame Drop Inlet (Less Than 8' Depth)	5	Each	\$4,950.00	\$24,750.00	\$1,500.00	\$7,500.00
21	Construct Complete Manhole (Less Than 8' Depth)	4	Each	\$4,950.00	\$19,800.00	\$2,500.00	\$10,000.00
22	Construct Complete Doghouse Manhole (Less Than 8' Depth)	3	Each	\$7,150.00	\$21,450.00	\$2,000.00	\$6,000.00
23	36" Flared End Section	3	Each	\$6,600.00	\$19,800.00	\$800.00	\$2,400.00
24	24"-48" Concrete Headwall	3	Each	\$4,400.00	\$13,200.00	\$4,000.00	\$12,000.00
25	Temporary Silt Fence Type "C"	400	LF	\$4.40	\$1,760.00	\$2.00	\$800.00
26	Permanent Grassing- Install Sod ( All Types) to Match Existing Including Agricultural Lime - Fertilizer Mixed Grade	200	SY	\$16.50	\$3,300.00	\$10.00	\$2,000.00
27	Temp. Inlet Protection At All Inlet Structures	4	Each	\$137.50	\$550.00	\$200.00	\$800.00
28	Install Complete - Graded Aggregate Base (Gab) - 6" - 10" Thick	100	TN	\$33.00	\$3,300.00	\$40.00	\$4,000.00
29	Install Complete - # 57 Stone	100	TN	\$33.00	\$3,300.00	\$40.00	\$4,000.00
30	Asphalt Patching 12.5 Mm Complete - 4" Deep, Incl Tack & Matl	50	SY	\$103.95	\$5,197.50	\$30.00	\$1,500.00
31	Remove/Relocate Road Sign, Incl. Mailboxes	25	Each	\$44.00	\$1,100.00	\$100.00	\$2,500.00
32	Adjust Hydrant to Grade	2	Each	\$1,045.00	\$2,090.00	\$5,000.00	\$10,000.00
33	Relocate Exist Water Meter Incl. Box	2	Each	\$1,980.00	\$3,960.00	\$200.00	\$400.00
<b>TOTAL</b>				\$372,421.50		\$210,250.00	
Will vendor hold pricing firm? Renewal Option 1				10%		10%	
Will vendor hold pricing firm? Renewal Option 2				10%		10%	
Will vendor hold pricing firm? Renewal Option 3				10%		10%	
Will vendor hold pricing firm? Renewal Option 4				10%		10%	

**Recommended Vendors:**

The Dickerson Group, Inc.  
 871 Old Peachtree Road NW  
 Lawrenceville, GA 30043  
 770-513-4558  
[jason.freeland@dickersongroup.net](mailto:jason.freeland@dickersongroup.net)

DAF Concrete, Inc.  
 9160 Turner Rd.  
 Jonesboro, GA 30236  
 770-629-4036  
[daf\\_concrete\\_inc@yahoo.com](mailto:daf_concrete_inc@yahoo.com)



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 17, 2021

AGENDA CATEGORY: COUNCIL BUSINESS

<b>Item:</b>	Amend City Code of Ordinances Section 34-1 to allow for the County or City to bill property taxes
<b>Department:</b>	Finance
<b>Date of Meeting:</b>	Wednesday, November 17, 2021
<b>Fiscal Impact:</b>	N/A
<b>Presented By:</b>	Keith Lee, Finance Director
<b>Action Requested:</b>	Consider revising the City Code of Ordinances to allow for the County or City to bill property taxes

---

**Summary:** The City's property taxes are collected annually after the City sets its millage rate, the County has submitted a digest, and the Department of Revenue has approved the digest. The updated ordinance allows for the City to collect its taxes or to contract with the County.

**Fiscal Impact:** N/A

**Attachments/Exhibits:** City Ordinance (redline version)

## Chapter 34 TAXATION

### ARTICLE I. IN GENERAL

#### Sec. 34-1. Ad valorem tax and municipal tax sales.

- (a) *Rate of levy.* The annual ad valorem tax rate shall be reset for the year during the annual budget process by the Mayor and Council.
- (b) *Assessment and fair market value.* The ~~Gwinnett County Tax Commissioner~~City or the Gwinnett County Tax Commissioner, pursuant to the authority of O.C.G.A. § 48-5-359.1, shall may bill all ad valorem taxes, including real property and personal property, ~~on behalf of the City pursuant to the authority of O.C.G.A. § 48-5-359.1.~~ Ad valorem billing shall consist of a line item identified as taxes imposed by the City on the ~~County's~~ tax bills, and such taxes shall be collected using the ~~County's~~ due dates established by the billing entity. The Tax Commissioner, if billing City taxes, or the City Manager or Designee shall have the responsibility for the issuing of executions, levying upon properties, conducting tax sales, and pursuing collection through bankruptcy courts on behalf of the City of Lawrenceville. The City shall ~~provide the County with~~ approve a its millage rate within the City, properly advertised, on or before ~~June~~August 1 of each year or the date allowed by the presentation by Gwinnett County to the City of Lawrenceville of the City ad valorem digest, whichever of the two dates occurs later. ~~The City hereby adopts the schedule for terms of collections provided by Gwinnett County.~~
- (c) *Failure to pay tax.* The City shall forthwith issue an execution against any person who has defaulted in the payment of any ad valorem to be paid. The execution this issued shall be a lien on all the property of such person, both real and personal, and shall be placed in the hands of the City officer responsible for collection by levy and sale.
- (d) *Against who charged.* Taxes are to be charged against the owner of the property, if known, or against the specific property, if known, or against the specific property itself if the owner is not known. Life tenants and those who enjoy the use of the property are chargeable with the tax thereon.
- (e) *Exempted property.* Property exempt from ad valorem taxation shall be as established in O.C.G.A. § 48-5-41.
- (Code 2005, § 4-101; Ord. of 5-6-2002; Ord. of 10-7-2002; Ord. of 8-7-2006.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO AMEND CHAPTER 34  
OF THE CODE OF THE CITY OF LAWRENCEVILLE,  
GEORGIA REGARDING TAXATION**

The City Council of the City of Lawrenceville, Georgia hereby ordains that the Code of the City of Lawrenceville, Georgia shall be amended as follows:

By deleting the Sections 34-1(b) and replacing in whole with:

(b) Assessment and fair market value. The City or the Gwinnett County Tax Commissioner, pursuant to the authority of O.C.G.A. § 48-5-359.1, may bill all ad valorem taxes, including real property and personal property. Ad valorem billing shall consist of a line item identified as taxes imposed by the City on the tax bills, and such taxes shall be collected using the due dates established by the billing entity. The Tax Commissioner, if billing City taxes, or the City Manager or Designee shall have the responsibility for the issuing of executions, levying upon properties, conducting tax sales, and pursuing collection through bankruptcy courts on behalf of the City of Lawrenceville. The City shall approve a millage rate within the City, properly advertised, on or before August 1 of each year or the date allowed by the presentation by Gwinnett County to the City of Lawrenceville of the City ad valorem digest, whichever of the two dates occurs later.

IT IS SO ORDAINED that this Ordinance shall be effective upon its adoption by the Mayor and Council of the City of Lawrenceville.

IT IS SO ORDAINED, this \_\_\_\_\_ day of November, 2021.

\_\_\_\_\_  
Mayor David Still

Attest: \_\_\_\_\_  
Karen Pierce, City Clerk



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 17, 2021

AGENDA CATEGORY: COUNCIL BUSINESS

<b>Item:</b>	Resolution for Georgia Transportation Infrastructure Bank (GTIB) Grant Application for Scenic Highway at Jackson Street/New Hope Road Improvement Project
<b>Department:</b>	Engineering
<b>Date of Meeting:</b>	Wednesday, November 17, 2021
<b>Fiscal Impact:</b>	Up to \$510,000.00
<b>Presented By:</b>	Jim Wright, P.E., City Engineer
<b>Action Requested:</b>	Adopt Resolution in support of GTIB grant application for the Scenic Highway at Jackson Street/New Hope Road Improvement Project and authorization for the Mayor, City Attorney and City Clerk to execute necessary documents to apply and accept grant.

---

**Summary:** The Georgia Transportation Infrastructure Bank (GTIB) is managed by the State Road and Tollway Authority (SRTA). Applications for grants are due by December 15, 2021 and awards are expected to be announced in spring 2022. SRTA utilizes State motor fuel tax for project grants to local communities to fund projects that enhance mobility and drive economic development. The Scenic Highway at Jackson Street/New Hope Road Improvement Project is a good candidate for the GTIB grant and meets all of the program requirements. The requested grant amount is \$510,000, which is 25% of the estimated project cost of \$2,026,812.30.

**Fiscal Impact:** Up to \$510,000.00

**Attachments/Exhibits:** GTIB Grant Resolution

## RESOLUTION \_\_\_\_\_

### RESOLUTION OF COMMITMENT

#### CITY OF LAWRENCEVILLE

**WHEREAS,** The State Road and Tollway Authority (SRTA) has grant funding available, through the Georgia Transportation Infrastructure Bank (GTIB) program, to offer competitive grants to local governments for transportation projects that improve local communities; and

**WHEREAS,** the GTIB program prioritizes projects that have local funding, partnerships, are ready to proceed with construction and meet important transportation needs that improve safety, mobility and economic development; and

**WHEREAS,** The City of Lawrenceville desires to improve the intersection of Jackson Street, New Hope Rd. and Scenic Highway, and such improvements will improve mobility, safety and enhance economic development; and

**WHEREAS,** the City of Lawrenceville has funding allocated in the Capital Budget for the project; and

**WHEREAS,** the City of Lawrenceville has completed the design of the project; and

**WHEREAS,** the City of Lawrenceville has acquired all necessary Right-of-Way and Easements for the project; and

**WHEREAS,** the City owns and maintains Scenic Hwy North of Jackson St and New Hope Rd; and

**WHEREAS,** Gwinnett County owns and maintains New Hope Rd and has partnered with the City of Lawrenceville for improvements at the intersection of Jackson Street, New Hope Rd. and Scenic Highway. And both parties have a signed intergovernmental agreement that was executed on May 18, 2021 that supported the improvements; and

**WHEREAS,** the Georgia Department of Transportation (GDOT) owns and maintains Jackson St. (SR20) and Scenic Highway (SR 124) South of Jackson St. (SR20) and New Hope Rd. and is in support of the project and approval of the GDOT encroachment permit is expected in December, 2021; and

**WHEREAS,** the City of Lawrenceville seeks to apply for a GTIB Grant

**NOW THEREFORE BE IT RESOLVED,** the City of Lawrenceville will submit an application for grant funding from the GTIB for the project.



The Mayor and Council of the City of Lawrenceville authorize the filing of a GTIB grant application with the State Road and Tollway Authority (SRTA) in an amount not to exceed \$510,000.00, with the commitment to fund the remaining balance of the project.

- 1. The Mayor is authorized to execute and file an application for the GTIB grant on behalf of the City of Lawrenceville with the SRTA upon review and approval of the City Attorney.
- 2. The Mayor is authorized to execute and file the necessary certifications, assurances and other documents SRTA may require before awarding a GTIB grant upon review and approval of the City Attorney.
- 3. The Mayor is authorized to execute the grant and other agreements with SRTA on behalf of the City of Lawrenceville upon review and approval of the City Attorney.

**IT IS SO RESOLVED AND ADOPTED** this 17th day of November, 2021.

\_\_\_\_\_  
David R. Still, Mayor

Attest:

\_\_\_\_\_  
Karen Pierce, City Clerk



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 17, 2021

AGENDA CATEGORY: COUNCIL BUSINESS

<b>Item:</b>	Authorize Submission of Grant Request to State of Georgia for First Responder Supplemental Pay
<b>Department:</b>	Finance
<b>Date of Meeting:</b>	Wednesday, November 17, 2021
<b>Fiscal Impact:</b>	N/A
<b>Presented By:</b>	Keith Lee, Finance Director
<b>Action Requested:</b>	Consider submission to State of Georgia for the First Responder Supplemental Pay Grant

---

**Summary:** Governor Kemp has announced a Public Safety Officials and First Responders Supplement Grant using funding from the American Rescue Plan Act. This program was established in recognition of the sacrifice and dedication public safety officers and first responders have shown in serving Georgians and their communities during the COVID-19 pandemic. The grant will provide a \$1,000 pay supplement for all eligible sworn law enforcement officials and first responders and a \$300 supplement for all active volunteer firefighters in Georgia serving during August of 2021.

Eligible organizations and eligible employees include: State government agencies and authorities, municipal and county governments, and emergency medical services agencies licensed by the Department of Public Health. The City has 81 eligible employees.

**Fiscal Impact:** The City will be requesting \$81,000



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 17, 2021

AGENDA CATEGORY: COUNCIL BUSINESS

<b>Item:</b>	Authorize Submission of Grant Request to State of Georgia (ARP Funds) for Sewer Improvements
<b>Department:</b>	Finance
<b>Date of Meeting:</b>	Wednesday, November 17, 2021
<b>Fiscal Impact:</b>	N/A
<b>Presented By:</b>	Keith Lee, Finance
<b>Action Requested:</b>	Consider submission to State of Georgia for Sewer Improvements

---

**Summary:** The City of Lawrenceville, Georgia, is collaborating with the Gwinnett County Department of Water Resources to continue upgrades to sewer lines within the City as we address redevelopment projects that are challenging the capacity of the existing sewer system.

The City is seeking \$7.5 million to rehabilitate and expand sections of the current clay-pipe sewer system to expand capacity and reduce infiltration as we strive to meet clean water requirements. Site 3 and site 5 are along the newly constructed College Corridor area south of Highway 316 and east of Collins Hill Road to an area along north State Route 20 at Highway 316. The project will be an upgrade from 8-inch clay to 12-inch new gravity sewer. This project will replace aging infrastructure and support redevelopment of the area to include additional housing, retail, warehousing and mixed-use redevelopment. Site 6 is an area north of Gwinnett Drive, east of Scenic Highway and west of Highway 20 within the City of Lawrenceville. It is the area surrounding Campbell Heights subdivision. The project will be an upgrade from a 12-inch gravity sewer to a 24-inch gravity sewer to provide capacity for additional city redevelopment projects.

**Fiscal Impact:** The City is requesting \$7,500,000



October 29, 2021

Jasmine Lewis  
Water/Sewer Infrastructure Grant Contact  
Office of Planning and Budget  
jasmine.lewis2@opb.georgia.gov

RE: State Fiscal Recovery Funds – Letter of Support for City of Lawrenceville

Dear Mrs. Lewis:

This letter is in support of the City of Lawrenceville’s (City) application for State Fiscal Recovery Funds to construct sewer infrastructure improvements. The Gwinnett County Department of Water Resources (GCDWR) began meeting with the City in May 2021 to discuss sewer infrastructure needs to support the planned developments in the State Route (SR) 316 at SR20, Collins Hill Road, and Gwinnett Drive areas. Two projects were identified to support the future growth in areas within the City limit:

**Site 3 and Site 5 – SR 316/SR20 and College Corridor Sewer Improvements:** Approximately 2,500 feet of new 12-inch gravity sewer is proposed to replace the existing 8-inch vitrified clay sewer. The additional capacity is needed to support the planned residential, commercial, and office/warehouse developments in two sites: Site 3 (52 acres) is bordered by SR 316 and SR20, and Site 5 (31 acres) is south of the intersection of SR 316 and Collins Hill Road in the “College Corridor” area (see attached maps). The estimated cost for this project is approximately \$5.35 million.

**Site 6 – Stone Mountain Street Sewer Improvement:** A new connection is required to discharge wastewater flows from an existing 12-inch gravity sewer west of Scenic Highway into an existing 24-inch gravity sewer along Stone Mountain Street. This project is needed to provide sewer capacity for the planned residential project on an 8-acre site along Gwinnett Drive (see attached map) north of Townes at Enclave (currently under construction). The estimated cost for this project is approximately \$2.5 million.

GCDWR owns and maintains the water and sewer systems in Gwinnett County and will operate and maintain these two projects once completed. Please let me know if you have any questions or require additional information.

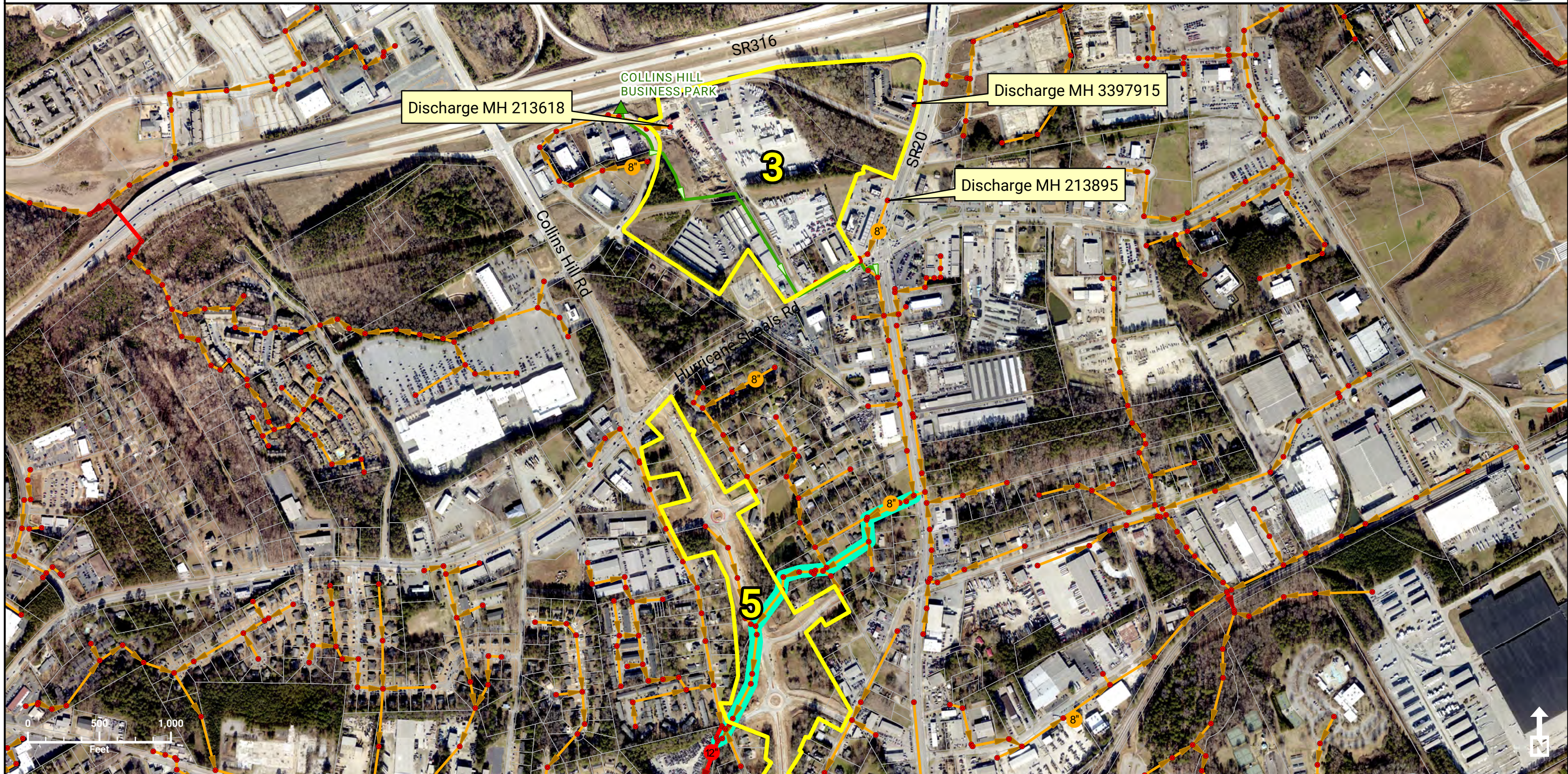
Sincerely,  
WINNETT COUNTY DEPARTMENT OF WATER RESOURCES

*Tyler Richards*  
Type text here

Tyler Richards, PE  
Director, Department of Water Resources  
678.376.6923



# Site 3: SR316 at SR20



## Site 3:

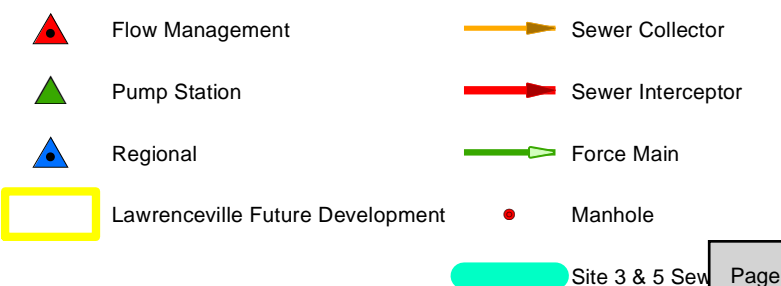
- Parcels 7011 002A, 004, 005, 015, 118, 120, 126, 128, 130, 132, 138, 148
- Area: Approximately 52 acres with 14 acres of ROW

## Assumptions:

- Office/warehouse
- Assume 80% site developed = 1,3M sq ft (333K office and 1M warehouse)
- 144.8 gpm (peak flow) (94.8 gpm to Patterson, 50 gpm to Alcovy)
- Assumed to MH 213895 (44.8 gpm); MH 3397915 (50 gpm); MH 213618 (50 gpm)

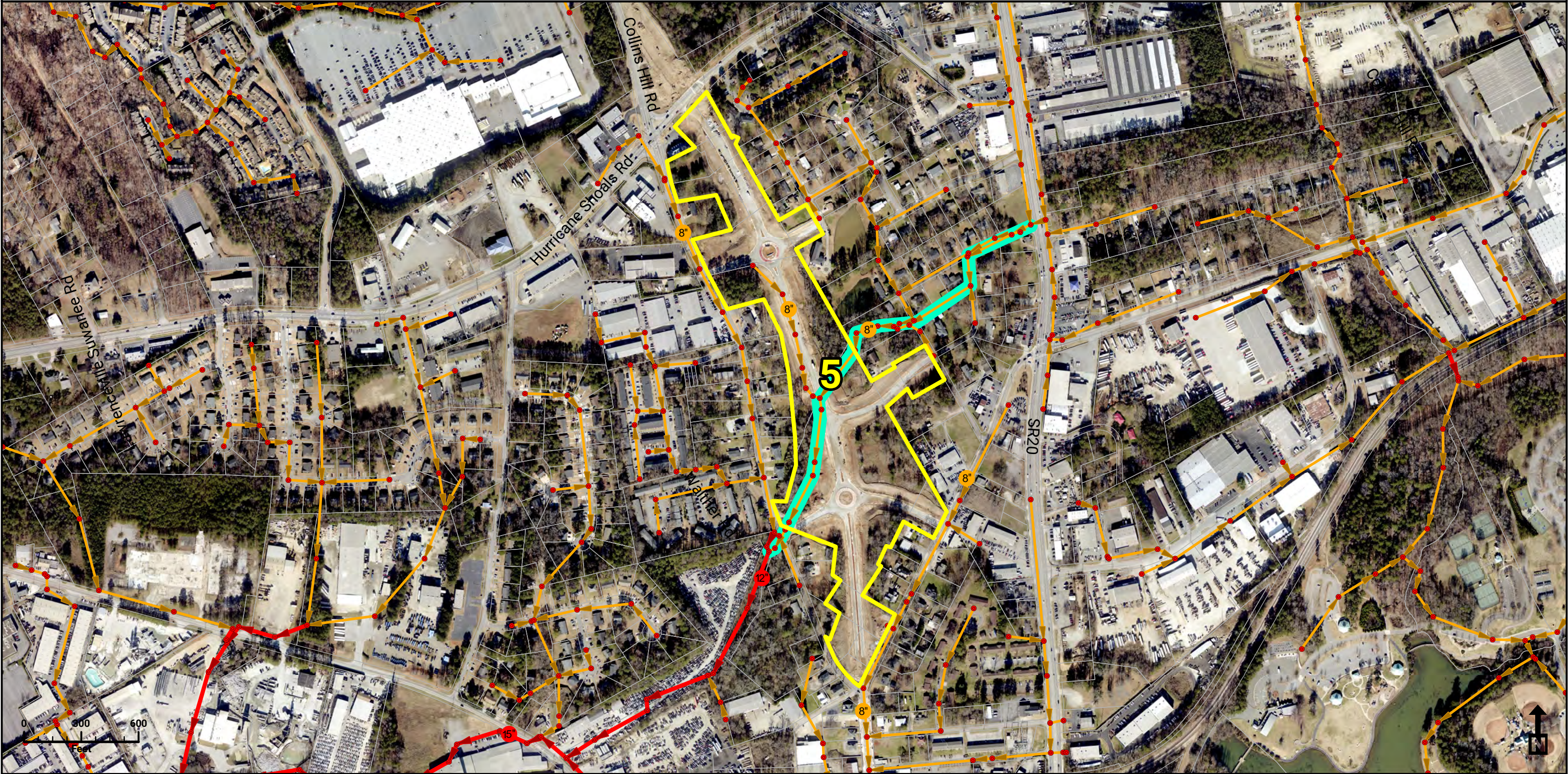
## Proposed Sewer Improvements:

- Upsize approximately 2,500 ft of 8-in VCP to 12-in from MH 215451 to MH 216697 (includes upsizing needed for Project 5)
- Approximate Project Cost = \$5.35M (include approx. 2,500 ft of 12-in upsizing, roadwork, by-pass pumping, jack-and-bore across new Collins Hill Rd alignment, 4 temporary construction easements and 1 stream crossing)





# Site 5: College Corridor



**Site 5:**


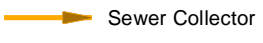

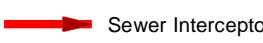





- Parcel 5145 053, 054, 055, 056, 060, 061, 041, 071, 039, 039A, 287, 038, & 038A; 5176 142, 143, 003, 002
- Area: Approximately 31.3 acres with 16 acres of ROW

**Assumptions:**

- Residential and limited retail
- Assume 100% site development
- 141 homes (6 units/acre)
- Total 98 gpm (peak flow) Patterson Basin

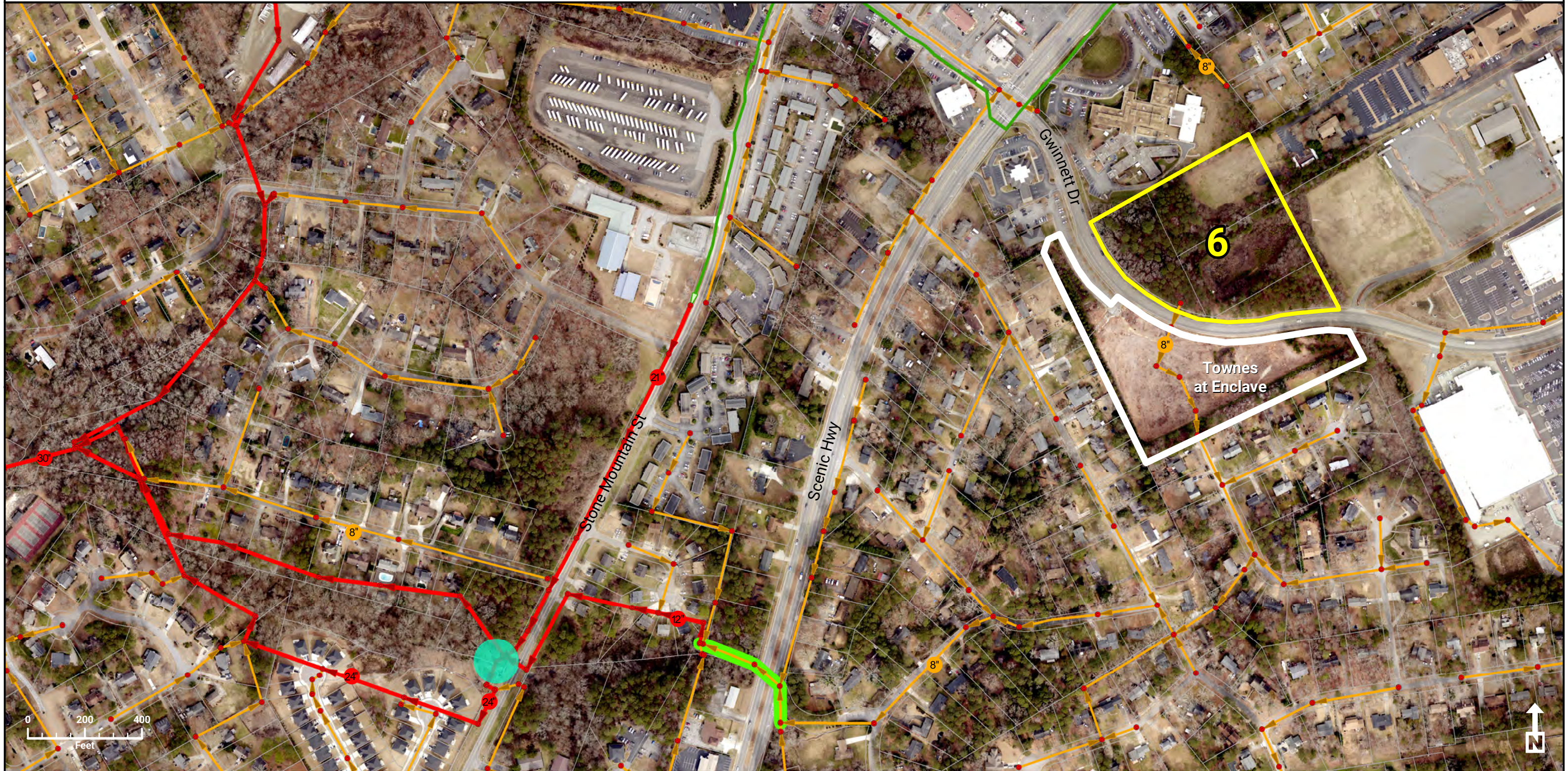
**Proposed Sewer Improvements:**

- Upsize 850 linear ft of 8-in VCP to 12-in from MH 216126 to 216697 (NOTE: Project 3 includes this length of upsizing.)
- See Project 3 for Project Cost

	Flow Management		Sewer Collector
	Pump Station		Sewer Interceptor
	Regional		Force Main
	Lawrenceville Future Development		Manhole
			Site 3 & 5 Sewer



# Site 6: Gwinnett Drive



## Site 6:

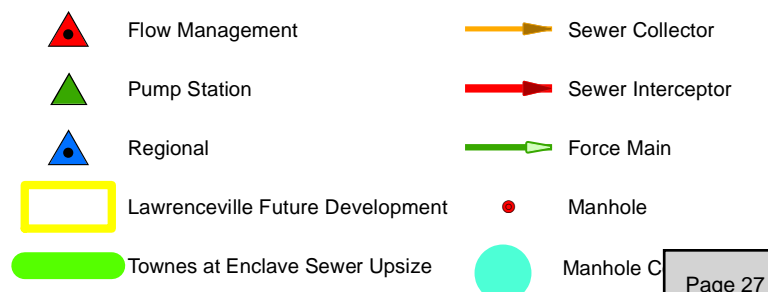
- Parcels 5141 268, 5141 329 and portions of 5141 133 and 5141 119
- Area: Approximately 8 acres

## Assumptions:

- 80 single-family residences (townhomes)
- 56 gpm (peak flow) to Patterson Basin
- Towne at Enclave = 46 gpm (peak flow)

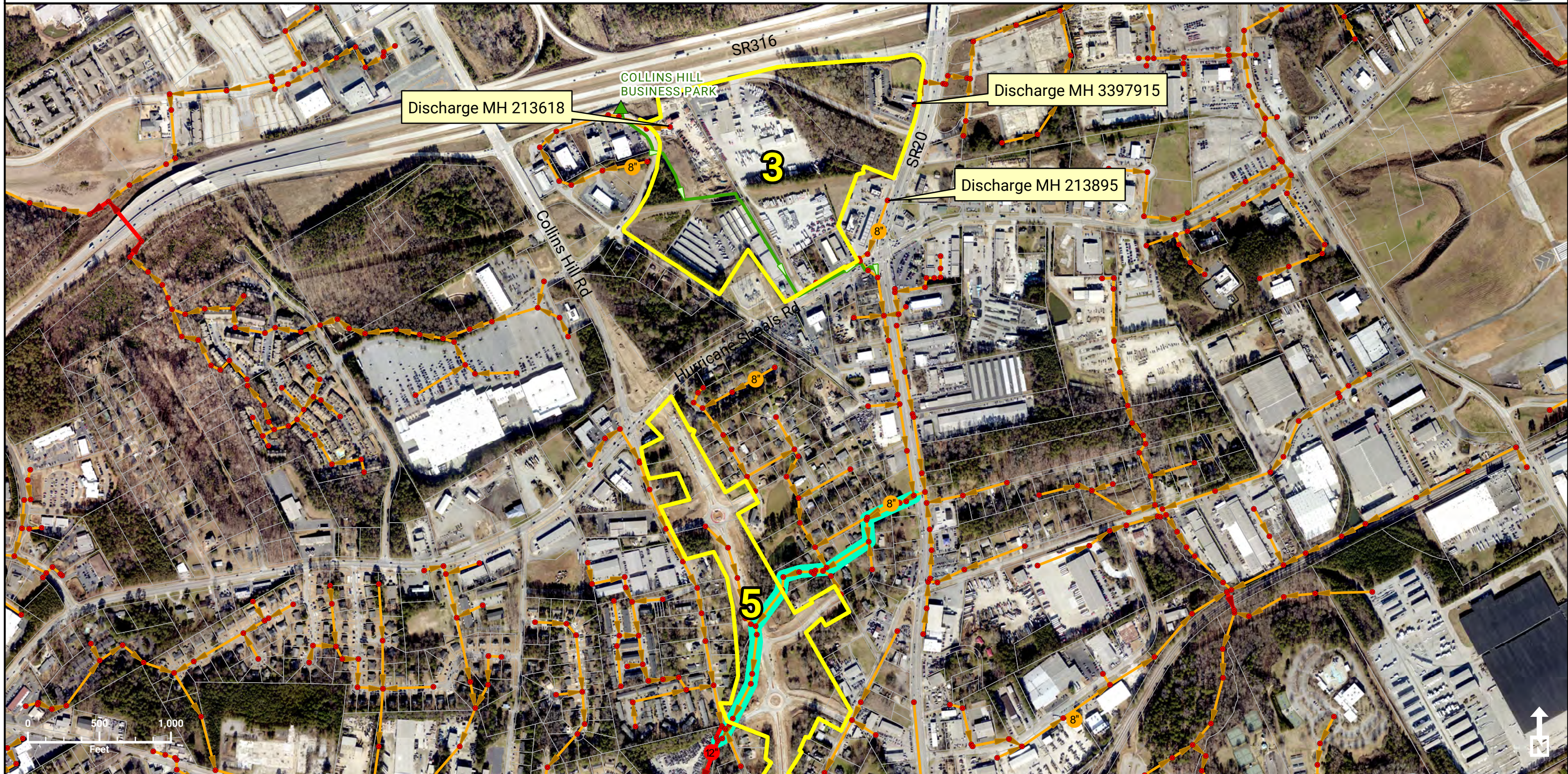
## Proposed Sewer Improvements:

- Connect existing 12-inch to existing 24-inch line at manhole 3410240
- Approximate project cost = \$2.5M
- Approximately 450 feet of 8-in from MH 224978 to MH 542614 is being upsized to 12-in by the developer for Townes at Enclave





# Site 3: SR316 at SR20



## Site 3:

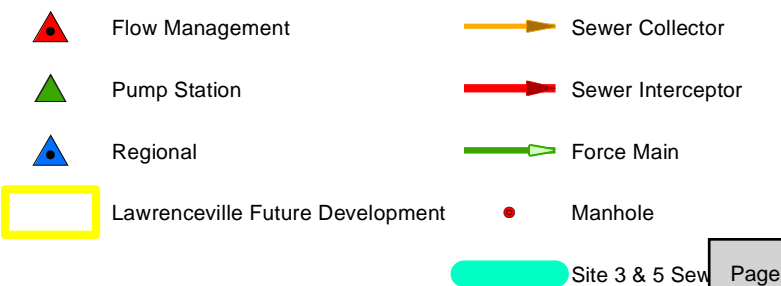
- Parcels 7011 002A, 004, 005, 015, 118, 120, 126, 128, 130, 132, 138, 148
- Area: Approximately 52 acres with 14 acres of ROW

## Assumptions:

- Office/warehouse
- Assume 80% site developed = 1,3M sq ft (333K office and 1M warehouse)
- 144.8 gpm (peak flow) (94.8 gpm to Patterson, 50 gpm to Alcovy)
- Assumed to MH 213895 (44.8 gpm); MH 3397915 (50 gpm); MH 213618 (50 gpm)

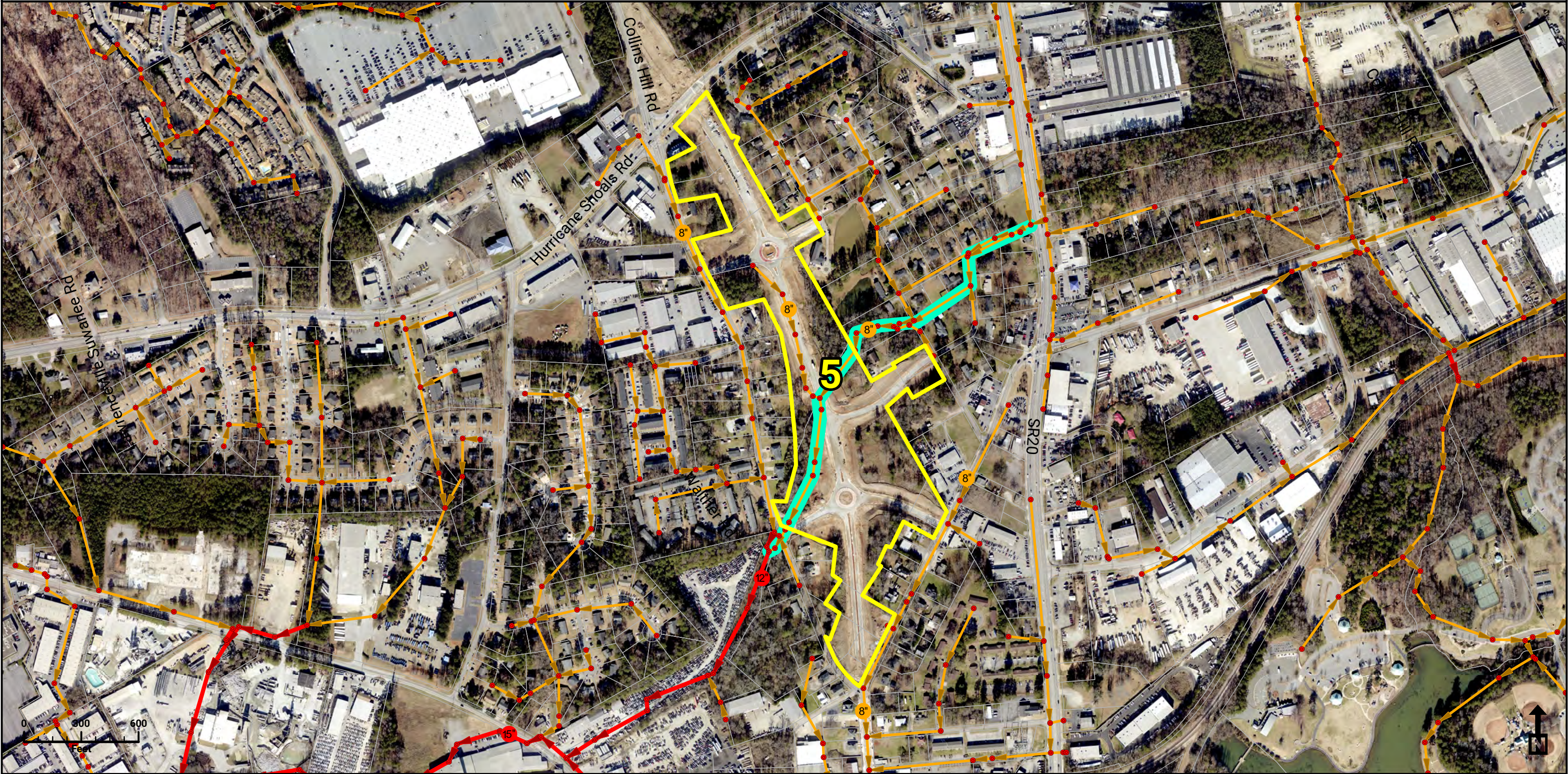
## Proposed Sewer Improvements:

- Upsize approximately 2,500 ft of 8-in VCP to 12-in from MH 215451 to MH 216697 (includes upsizing needed for Project 5)
- Approximate Project Cost = \$5.35M (include approx. 2,500 ft of 12-in upsizing, roadwork, by-pass pumping, jack-and-bore across new Collins Hill Rd alignment, 4 temporary construction easements and 1 stream crossing)





# Site 5: College Corridor



**Site 5:**


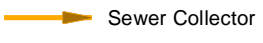

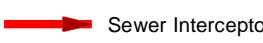





- Parcel 5145 053, 054, 055, 056, 060, 061, 041, 071, 039, 039A, 287, 038, & 038A; 5176 142, 143, 003, 002
- Area: Approximately 31.3 acres with 16 acres of ROW

**Assumptions:**

- Residential and limited retail
- Assume 100% site development
- 141 homes (6 units/acre)
- Total 98 gpm (peak flow) Patterson Basin

**Proposed Sewer Improvements:**

- Upsize 850 linear ft of 8-in VCP to 12-in from MH 216126 to 216697 (NOTE: Project 3 includes this length of upsizing.)
- See Project 3 for Project Cost

	Flow Management		Sewer Collector
	Pump Station		Sewer Interceptor
	Regional		Force Main
	Lawrenceville Future Development		Manhole
			Site 3 & 5 Sewer



# Site 6: Gwinnett Drive



## Site 6:

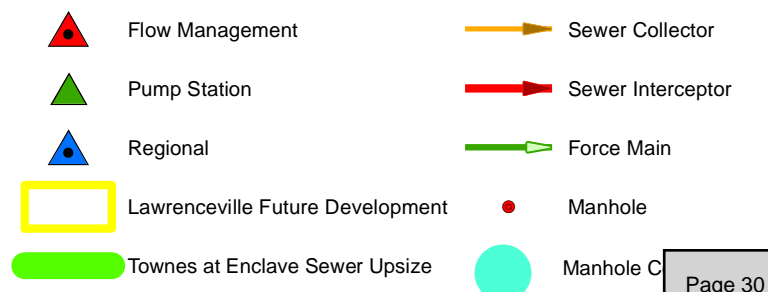
- Parcels 5141 268, 5141 329 and portions of 5141 133 and 5141 119
- Area: Approximately 8 acres

## Assumptions:

- 80 single-family residences (townhomes)
- 56 gpm (peak flow) to Patterson Basin
- Towne at Enclave = 46 gpm (peak flow)

## Proposed Sewer Improvements:

- Connect existing 12-inch to existing 24-inch line at manhole 3410240
- Approximate project cost = \$2.5M
- Approximately 450 feet of 8-in from MH 224978 to MH 542614 is being upsized to 12-in by the developer for Townes at Enclave







# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 17, 2021

AGENDA CATEGORY: COUNCIL BUSINESS

<b>Item:</b>	American Rescue Plan Act Funds Budget Amendment FY 2022
<b>Department:</b>	City Manager
<b>Date of Meeting:</b>	Wednesday, November 17, 2021
<b>Fiscal Impact:</b>	N/A
<b>Presented By:</b>	Chuck Warbington, City Manager
<b>Action Requested:</b>	Consider Budget Amendment for the ARPA Funds for FY 2022

**Summary:** Through the Fiscal Recovery Funds, Congress provided Local Governments with resources to respond to the COVID-19 public health emergency and its economic impacts through four categories of eligible uses.

- Category A) To respond to the public health emergency or its negative economic impacts
- Category B) To respond to workers performing essential work
- Category C) For the recovery of lost general revenue
  - Funds must be used to fund general government operations or projects
- Category D) To make necessary investments in water, sewer, or broadband infrastructure

City of Lawrenceville to receive \$11,514,536 over two years. The FY 2022 funds total \$5,757,268. We will use \$4,157,268 to reimburse the City for COVID related expenses and improve the downtown outdoor facilities. \$1,600,000 for a Neighborhood Stabilization Program,

**Fiscal Impact:** The City will recognize the \$5,757,268 in revenue and authorize the Finance Director to make all necessary accounting entries to accommodate the FY 2022 action plan for the ARPA Funds.



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 17, 2021

AGENDA CATEGORY: COUNCIL BUSINESS

<b>Item:</b>	Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the transfer of property at 1004, tax parcel R5111 051 and 1026, tax parcel R5110 001, Lawrenceville Highway for the purposes of redevelopment
<b>Department:</b>	City Manager
<b>Date of Meeting:</b>	Wednesday, November 17, 2021
<b>Fiscal Impact:</b>	\$651,000 revenue
<b>Presented By:</b>	Chuck Warbington, City Manager
<b>Action Requested:</b>	Approve an Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the transfer of property at 1004, tax parcel R5111 051 and 1026, tax parcel R5110 001, Lawrenceville Highway for the purposes of redevelopment.

---

**Summary:** Approve an Intergovernmental Agreement with the Lawrenceville Development Authority for the transfer of property at 1004, tax parcel R5111 051 and 1026, tax parcel R5110 001, Lawrenceville Highway for the purposes of redevelopment.

**Fiscal Impact:** \$651,000 revenue

**Attachments/Exhibits:** Intergovernmental agreement with the LDA

**INTERGOVERNMENTAL AGREEMENT**

**Lawrenceville Highway Property**

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation in the State of Georgia (the “City”), and the DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the “LDA”).

**WITNESSETH:**

**WHEREAS**, , the LDA is a development authority and public body corporate and politic duly created pursuant to the Development Authorities Law of the State of Georgia, O.C.G.A. § 36-62-1 *et seq.*, as amended (the “**Act**”); the Act provides that the LDA is created to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare within the City, and the LDA was created by a Resolution of the Council of the City, duly adopted on November 7, 1983, as amended, and is now existing and operating as a public body corporate and politic, and

**WHEREAS**, the Act provides that the LDA is created to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare within the City; and

**WHEREAS**, the City now desires to transfer certain properties to the LDA subject to certain terms and conditions, which properties will be used by the LDA for redevelopment purposes; and

**WHEREAS**, said property is located within the geographic boundaries of the City, and the LDA is willing to accept the properties from the City subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, for and in consideration of \$10.00 (Ten Dollars) in hand paid and for the mutual promises and covenants set forth herein, the amounts set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the LDA do hereby agree as follows:

1. The City will transfer to the LDA the property described on Exhibit A which is owned by the City (Subject Property). Exhibit A is incorporated herein by reference.
2. In consideration of the transfer of the Subject Property, the LDA agrees to pay to the City all proceeds received by the LDA for the sale of the Subject Property, the lease of the Subject Property, the management of the Subject Property or any other

fees received by the LDA related to the redevelopment of the Subject Property. The LDA shall be entitled to reimburse itself for any legal fees incurred in the transfer of the Subject Property which are not paid by the Purchaser.

4. The transfer of the Subject Property by the LDA MAY be subject to restrictions and covenants deemed appropriate by the LDA which shall be intended to make certain that the Subject Property shall be developed in a manner which is consistent with the any development plan to be approved by the City and in a manner which will provide for the economic redevelopment and revitalization of the area. The City shall have the right to approve the restrictions and covenants prior to any transfer of the Subject Property by the LDA. These covenants and restrictions may be recorded with the deed or other agreement transferring the property to any private owner. If a potential purchaser of the Subject property files for a rezoning of the Subject Property, the rezoning will go through the normal process , and the City makes no representations as to the outcome of any rezoning proposed.
5. The Mayor, Mayor Pro Tem, City Manager, City Clerk, and City Attorney, and/or their appropriate designees are hereby authorized to complete the transfer of the Subject Property and to take any and all action necessary and appropriate to carry out the intent of this Intergovernmental Agreement between the parties.
6. This IGA and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.
7. This IGA expresses the entire understanding and agreement between the parties hereto.
8. The invalidity of any one or more phrases, sentences, clauses or sections contained in this IGA shall not affect the remaining portions of this IGA or any part thereof.
9. This IGA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
10. No waiver, amendment, release, modification of this IGA shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.

[Signatures on Following Page]

**CITY OF LAWRENCEVILLE, GEORGIA**

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
David R. Still, Mayor

Attest \_\_\_\_\_  
Karen Pierce, City Clerk

(City Seal)

**DEVELOPMENT AUTHORITY OF  
LAWRENCEVILLE, GEORGIA**

Date Signed: \_\_\_\_\_

By \_\_\_\_\_  
Chairman

Attest \_\_\_\_\_  
Secretary

(Authority Seal)



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 17, 2021

AGENDA CATEGORY: COUNCIL BUSINESS

<b>Item:</b>	2022 Amendment to Building Lease of January, 2011 with Randy's Nursery
<b>Department:</b>	City Manager
<b>Date of Meeting:</b>	Wednesday, November 17, 2021
<b>Fiscal Impact:</b>	\$1,800 per month revenue
<b>Presented By:</b>	Chuck Warbington, City Manager
<b>Action Requested:</b>	Approval of the 2022 Amendment to Building Lease of January, 2011 with Randy's Nursery

**Summary:** This will be an extension of the current lease until July 31, 2021 at which time either party can terminate the lease with 120 days' notice of intent to cancel.

**Background:** Randy's Nursery has been operating with a lease at the current location at 263 Crogan Street, Lawrenceville, Ga. since February 2011. When the City acquired the property, the lease was extended on a one to two year basis. This amendment will extend the lease under the current terms until January 31, 2023 and then either party may cancel the lease at any time after Tenant substantially completes construction of his new location and starts retail operations at the new location. The City will give 30 days' notice of intent to terminate.

Tenant shall have the right to leave signage that is in compliance with City Ordinances, at the 263 Crogan Street location for up to one (1) year after relocation to the new facility. Such signage shall be removed upon thirty (30) days notice from the Landlord if the property is sold.

**Fiscal Impact:** There is no change in the lease amount of \$1,800 per month.

**Attachments/Exhibits:** Contract extension





# LAWRENCEVILLE

## GEORGIA

### 2022 Amendment to Building Lease of January, 2011

#### With Randy's Nursery

**WHEREAS**, a lease agreement dated January 20, 2011 by and between Baggett Enterprises, Inc., Bagco, Inc., Joe M. Baggett, Sr. Family Limited Partnership as "Landlord" and Randy's Nursery & Greenhouses, Inc. and David Waters as "Tenant" was acquired by the City of Lawrenceville, now "Landlord" and remains in force and effect until and through January 31, 2022; and

**WHEREAS**, the City of Lawrenceville, (Landlord) and Randy's Nursery & Greenhouses, Inc. and David Waters (Tenant) desire to amend the existing lease; and

**WHEREAS**, by mutual agreement and execution of this amendment the following is hereby incorporated as an amendment to the original lease which all other terms and conditions remain in force and effect;

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant do hereby agree as follows:

The term of the current lease shall be extended for 1 year from February 1, 2022 to January 31, 2023 with month-to-month renewal extensions through mutual agreement of both parties. Either Party may cancel the lease at any time after Tenant substantially completes construction of a new location and starts retail operations at the new location. Landlord shall give Tenant 30 days' notice of its intent to cancel.

Tenant shall have the right to leave signage that is in compliance with City Ordinances, at this location for up to one (1) year after relocation to the new facility. Such signage shall be removed upon thirty (30) days notice from the Landlord if the property is sold.

(SIGNATURES ON NEXT PAGE)



# LAWRENCEVILLE

## GEORGIA

Dated this \_\_\_\_\_ day of November 2021.

**CITY OF LAWRENCEVILLE, GEORGIA**

**Randy's Nursery & Greenhouses, Inc**

BY: \_\_\_\_\_

Chuck Warbington, City Manager

BY: \_\_\_\_\_

David Waters, Owner



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 17, 2021

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

**Item:** Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the 7.072 acre tract of land known as Lawrenceville DOT Parcel PM 2816

**Department:** City Manager

**Date of Meeting:** Wednesday, November 17, 2021

**Fiscal Impact:**

**Presented By:** Chuck Warbington, City Manager

**Action Requested:** Approve the Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the 7.072acre tract of land known as Lawrenceville DOT Parcel PM 2816

---

**Summary:** The following property acquired by the City from GDOT in August 2021 is being recommended to transfer to the Development Authority of Lawrenceville for redevelopment purposes:

Lawrenceville DOT Parcel PM 2816 – 7.072 Acres

**Attachments/Exhibits:**

Intergovernmental Agreement with the Development Authority of Lawrenceville for Lawrenceville DOT Parcel PM 2816

**INTERGOVERNMENTAL AGREEMENT**

**Lawrenceville DOT Parcel PM 2816**

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the \_\_\_\_day of \_\_\_\_\_, 2021, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation in the State of Georgia (the “City”), and the DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the “LDA”).

**W I T N E S S E T H:**

**WHEREAS**, , the LDA is a development authority and public body corporate and politic duly created pursuant to the Development Authorities Law of the State of Georgia, O.C.G.A. § 36-62-1 *et seq.*, as amended (the “**Act**”); the Act provides that the LDA is created to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare within the City, and the LDA was created by a Resolution of the Council of the City, duly adopted on November 7, 1983, as amended, and is now existing and operating as a public body corporate and politic, and

**WHEREAS**, the Act provides that the LDA is created to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare within the City; and

**WHEREAS**, the City now desires to transfer certain properties to the LDA subject to certain terms and conditions, which properties will be used by the LDA for redevelopment purposes; and

**WHEREAS**, said property is located within the geographic boundaries of the City, and the LDA is willing to accept the properties from the City subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, for and in consideration of \$10.00 (Ten Dollars) in hand paid and for the mutual promises and covenants set forth herein, the amounts set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the LDA do hereby agree as follows:

1. The City will transfer to the LDA the property described on Exhibit A which is owned by the City (Subject Property). Exhibit A is incorporated herein by reference.
2. In consideration of the transfer of the Subject Property, the LDA agrees to pay to the City all proceeds received by the LDA for the sale of the Subject Property, the lease of the Subject Property, the management of the Subject Property or any other

fees received by the LDA related to the redevelopment of the Subject Property. The LDA shall be entitled to reimburse itself for any legal fees incurred in the transfer of the Subject Property which are not paid by the Purchaser.

4. The transfer of the Subject Property by the LDA MAY be subject to restrictions and covenants deemed appropriate by the LDA which shall be intended to make certain that the Subject Property shall be developed in a manner which is consistent with the any development plan to be approved by the City and in a manner which will provide for the economic redevelopment and revitalization of the area. The City shall have the right to approve the restrictions and covenants prior to any transfer of the Subject Property by the LDA. These covenants and restrictions may be recorded with the deed or other agreement transferring the property to any private owner. If a potential purchaser of the Subject property files for a rezoning of the Subject Property, the rezoning will go through the normal process , and the City makes no representations as to the outcome of any rezoning proposed.
5. The Mayor, Mayor Pro Tem, City Manager, City Clerk, and City Attorney, and/or their appropriate designees are hereby authorized to complete the transfer of the Subject Property and to take any and all action necessary and appropriate to carry out the intent of this Intergovernmental Agreement between the parties.
6. This IGA and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.
7. This IGA expresses the entire understanding and agreement between the parties hereto.
8. The invalidity of any one or more phrases, sentences, clauses or sections contained in this IGA shall not affect the remaining portions of this IGA or any part thereof.
9. This IGA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
10. No waiver, amendment, release, modification of this IGA shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.

[Signatures on Following Page]

**CITY OF LAWRENCEVILLE, GEORGIA**

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
David R. Still, Mayor

Attest \_\_\_\_\_  
Karen Pierce, City Clerk

(City Seal)

**DEVELOPMENT AUTHORITY OF  
LAWRENCEVILLE, GEORGIA**

Date Signed: \_\_\_\_\_

By \_\_\_\_\_  
Chairman

Attest \_\_\_\_\_  
Secretary

(Authority Seal)



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 17, 2021

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

**Item:** Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the 1.22 acre tracts of land known as SR316/SR20/Reynolds Road Property (Tax Parcel R7012 016A and R7012 020)

**Department:** City Manager

**Date of Meeting:** Wednesday, November 17, 2021

**Fiscal Impact:**

**Presented By:** Chuck Warbington, City Manager

**Action Requested:** Approve the Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the 1.22acre tract of land known as SR316/SR20/Reynolds Road Property (Tax Parcel R7012 016A and R7012 020)

---

**Summary:** The following properties are under contract to be acquired by the City is being recommended to transfer to the Development Authority of Lawrenceville for redevelopment purposes once the property is acquired:

R7012 016A  
R7012 020

**Attachments/Exhibits:** Intergovernmental Agreement with the Development Authority of Lawrenceville for SR 316/SR20/Reynolds Road property.

## INTERGOVERNMENTAL AGREEMENT

### SR 316/SR 20/Reynolds Road Property

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the \_\_\_\_day of \_\_\_\_\_, 2021, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation in the State of Georgia (the “City”), and the DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the “LDA”).

#### W I T N E S S E T H:

**WHEREAS**, , the LDA is a development authority and public body corporate and politic duly created pursuant to the Development Authorities Law of the State of Georgia, O.C.G.A. § 36-62-1 *et seq.*, as amended (the “**Act**”); the Act provides that the LDA is created to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare within the City, and the LDA was created by a Resolution of the Council of the City, duly adopted on November 7, 1983, as amended, and is now existing and operating as a public body corporate and politic, and

**WHEREAS**, the Act provides that the LDA is created to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare within the City; and

**WHEREAS**, the City now desires to transfer certain properties to the LDA subject to certain terms and conditions, which properties will be used by the LDA for redevelopment purposes; and

**WHEREAS**, said property is located within the geographic boundaries of the City, and the LDA is willing to accept the properties from the City subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, for and in consideration of \$10.00 (Ten Dollars) in hand paid and for the mutual promises and covenants set forth herein, the amounts set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the LDA do hereby agree as follows:

1. The City will transfer to the LDA the properties totaling approximately 1.22 acres known as Gwinnett County Tax Parcel R7012 016A and R7012 020 which is under contract or owned by the City (Subject Property).
2. In consideration of the transfer of the Subject Property, the LDA agrees to pay to the City all proceeds received by the LDA for the sale of the Subject Property, the lease of the Subject Property, the management of the Subject Property or any other



fees received by the LDA related to the redevelopment of the Subject Property. The LDA shall be entitled to reimburse itself for any legal fees incurred in the transfer of the Subject Property which are not paid by the Purchaser.

4. The transfer of the Subject Property by the LDA MAY be subject to restrictions and covenants deemed appropriate by the LDA which shall be intended to make certain that the Subject Property shall be developed in a manner which is consistent with the any development plan to be approved by the City and in a manner which will provide for the economic redevelopment and revitalization of the area. The City shall have the right to approve the restrictions and covenants prior to any transfer of the Subject Property by the LDA. These covenants and restrictions may be recorded with the deed or other agreement transferring the property to any private owner. If a potential purchaser of the Subject property files for a rezoning of the Subject Property, the rezoning will go through the normal process , and the City makes no representations as to the outcome of any rezoning proposed.
5. The Mayor, Mayor Pro Tem, City Manager, City Clerk, and City Attorney, and/or their appropriate designees are hereby authorized to complete the transfer of the Subject Property and to take any and all action necessary and appropriate to carry out the intent of this Intergovernmental Agreement between the parties.
6. This IGA and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.
7. This IGA expresses the entire understanding and agreement between the parties hereto.
8. The invalidity of any one or more phrases, sentences, clauses or sections contained in this IGA shall not affect the remaining portions of this IGA or any part thereof.
9. This IGA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
10. No waiver, amendment, release, modification of this IGA shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.

[Signatures on Following Page]

**CITY OF LAWRENCEVILLE, GEORGIA**

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
David R. Still, Mayor

Attest \_\_\_\_\_  
Karen Pierce, City Clerk

(City Seal)

**DEVELOPMENT AUTHORITY OF  
LAWRENCEVILLE, GEORGIA**

Date Signed: \_\_\_\_\_

By \_\_\_\_\_  
Chairman

Attest \_\_\_\_\_  
Secretary

(Authority Seal)



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 17, 2021

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

**Item:** Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the tracts of land known as Public Works Outparcel – Pike Street

**Department:** City Manager

**Date of Meeting:** Wednesday, November 17, 2021

**Fiscal Impact:**

**Presented By:** Chuck Warbington, City Manager

**Action Requested:** Approve the Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the tract of land known as Public Works Outparcel – Pike Street property

---

**Summary:** The following properties that are owned by the City is being recommended to transfer to the Development Authority of Lawrenceville for redevelopment purposes once the property is acquired: These tracts of land are known as Public Works Outparcel – Pike Street

Gwinnett County Tax Parcel 5144 023A  
 Gwinnett County Tax Parcel 5144 027  
 Gwinnett County Tax Parcel 5144 030  
 Abandoned Buchanan Street ROW

**Attachments/Exhibits:** Intergovernmental Agreement with the Development Authority of Lawrenceville for Public Works Outparcel - Pike Street properties.

**INTERGOVERNMENTAL AGREEMENT**

**Public Works Outparcel – Pike Street**

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the \_\_\_\_day of \_\_\_\_\_, 2021, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation in the State of Georgia (the “City”), and the DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the “LDA”).

**W I T N E S S E T H:**

**WHEREAS**, , the LDA is a development authority and public body corporate and politic duly created pursuant to the Development Authorities Law of the State of Georgia, O.C.G.A. § 36-62-1 *et seq.*, as amended (the “**Act**”); the Act provides that the LDA is created to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare within the City, and the LDA was created by a Resolution of the Council of the City, duly adopted on November 7, 1983, as amended, and is now existing and operating as a public body corporate and politic, and

**WHEREAS**, the Act provides that the LDA is created to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare within the City; and

**WHEREAS**, the City now desires to transfer certain properties to the LDA subject to certain terms and conditions, which properties will be used by the LDA for redevelopment purposes; and

**WHEREAS**, said property is located within the geographic boundaries of the City, and the LDA is willing to accept the properties from the City subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, for and in consideration of \$10.00 (Ten Dollars) in hand paid and for the mutual promises and covenants set forth herein, the amounts set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the LDA do hereby agree as follows:

1. The City will transfer to the LDA the following owned by the City (Subject Property).
  - a. Gwinnett County Tax Parcel 5144 023A
  - b. Gwinnett County Tax Parcel 5144 027
  - c. Gwinnett County Tax Parcel 5144 030
  - d. Abandoned Buchanan Street ROW

2. In consideration of the transfer of the Subject Property, the LDA agrees to pay to the City all proceeds received by the LDA for the sale of the Subject Property, the lease of the Subject Property, the management of the Subject Property or any other fees received by the LDA related to the redevelopment of the Subject Property. The LDA shall be entitled to reimburse itself for any legal fees incurred in the transfer of the Subject Property which are not paid by the Purchaser.
4. The transfer of the Subject Property by the LDA MAY be subject to restrictions and covenants deemed appropriate by the LDA which shall be intended to make certain that the Subject Property shall be developed in a manner which is consistent with the any development plan to be approved by the City and in a manner which will provide for the economic redevelopment and revitalization of the area. The City shall have the right to approve the restrictions and covenants prior to any transfer of the Subject Property by the LDA. These covenants and restrictions may be recorded with the deed or other agreement transferring the property to any private owner. If a potential purchaser of the Subject property files for a rezoning of the Subject Property, the rezoning will go through the normal process , and the City makes no representations as to the outcome of any rezoning proposed.
5. The Mayor, Mayor Pro Tem, City Manager, City Clerk, and City Attorney, and/or their appropriate designees are hereby authorized to complete the transfer of the Subject Property and to take any and all action necessary and appropriate to carry out the intent of this Intergovernmental Agreement between the parties.
6. This IGA and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.
7. This IGA expresses the entire understanding and agreement between the parties hereto.
8. The invalidity of any one or more phrases, sentences, clauses or sections contained in this IGA shall not affect the remaining portions of this IGA or any part thereof.
9. This IGA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
10. No waiver, amendment, release, modification of this IGA shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.

[Signatures on Following Page]

**CITY OF LAWRENCEVILLE, GEORGIA**

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
David R. Still, Mayor

Attest \_\_\_\_\_  
Karen Pierce, City Clerk

(City Seal)

**DEVELOPMENT AUTHORITY OF  
LAWRENCEVILLE, GEORGIA**

Date Signed: \_\_\_\_\_

By \_\_\_\_\_  
Chairman

Attest \_\_\_\_\_  
Secretary

(Authority Seal)



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 17, 2021

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

<b>Item:</b>	Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the 1.345 acre tract of land known as Collins Hill Road at Hurricane Shoals Road Old ROW
<b>Department:</b>	City Manager
<b>Date of Meeting:</b>	Wednesday, November 17, 2021
<b>Fiscal Impact:</b>	
<b>Presented By:</b>	Chuck Warbington, City Manager
<b>Action Requested:</b>	Approve the Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the 1.345 acre tract of land known as Collins Hill Road at Hurricane Shoals Road Old ROW

---

**Summary:** The following property is being recommended to transfer to the Development Authority of Lawrenceville for redevelopment purposes:

Collins Hill Road at Hurricane Shoals Road Old ROW – 1.345 acres

**Attachments/Exhibits:** Intergovernmental Agreement with the Development Authority of Lawrenceville for Collins Hill Road at Hurricane Shoals Road Old ROW – 1.345 acre

## INTERGOVERNMENTAL AGREEMENT

### Collins Hill Road at Hurricane Shoals Road Old ROW

This INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation in the State of Georgia (the "City"), and the DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the "LDA").

#### W I T N E S S E T H:

**WHEREAS**, , the LDA is a development authority and public body corporate and politic duly created pursuant to the Development Authorities Law of the State of Georgia, O.C.G.A. § 36-62-1 *et seq.*, as amended (the "Act"); the Act provides that the LDA is created to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare within the City, and the LDA was created by a Resolution of the Council of the City, duly adopted on November 7, 1983, as amended, and is now existing and operating as a public body corporate and politic, and

**WHEREAS**, the Act provides that the LDA is created to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare within the City; and

**WHEREAS**, the City now desires to transfer certain properties to the LDA subject to certain terms and conditions, which properties will be used by the LDA for redevelopment purposes; and

**WHEREAS**, said property is located within the geographic boundaries of the City, and the LDA is willing to accept the properties from the City subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, for and in consideration of \$10.00 (Ten Dollars) in hand paid and for the mutual promises and covenants set forth herein, the amounts set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the LDA do hereby agree as follows:

1. The City will transfer to the LDA the property described on Exhibit A which is owned by the City (Subject Property). Exhibit A is incorporated herein by reference.
2. In consideration of the transfer of the Subject Property, the LDA agrees to pay to the City all proceeds received by the LDA for the sale of the Subject Property, the lease of the Subject Property, the management of the Subject Property or any other



fees received by the LDA related to the redevelopment of the Subject Property. The LDA shall be entitled to reimburse itself for any legal fees incurred in the transfer of the Subject Property which are not paid by the Purchaser.

4. The transfer of the Subject Property by the LDA MAY be subject to restrictions and covenants deemed appropriate by the LDA which shall be intended to make certain that the Subject Property shall be developed in a manner which is consistent with the any development plan to be approved by the City and in a manner which will provide for the economic redevelopment and revitalization of the area. The City shall have the right to approve the restrictions and covenants prior to any transfer of the Subject Property by the LDA. These covenants and restrictions may be recorded with the deed or other agreement transferring the property to any private owner. If a potential purchaser of the Subject property files for a rezoning of the Subject Property, the rezoning will go through the normal process , and the City makes no representations as to the outcome of any rezoning proposed.
5. The Mayor, Mayor Pro Tem, City Manager, City Clerk, and City Attorney, and/or their appropriate designees are hereby authorized to complete the transfer of the Subject Property and to take any and all action necessary and appropriate to carry out the intent of this Intergovernmental Agreement between the parties.
6. This IGA and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.
7. This IGA expresses the entire understanding and agreement between the parties hereto.
8. The invalidity of any one or more phrases, sentences, clauses or sections contained in this IGA shall not affect the remaining portions of this IGA or any part thereof.
9. This IGA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
10. No waiver, amendment, release, modification of this IGA shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.

[Signatures on Following Page]

**CITY OF LAWRENCEVILLE, GEORGIA**

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
David R. Still, Mayor

Attest \_\_\_\_\_  
Karen Pierce, City Clerk

(City Seal)

**DEVELOPMENT AUTHORITY OF  
LAWRENCEVILLE, GEORGIA**

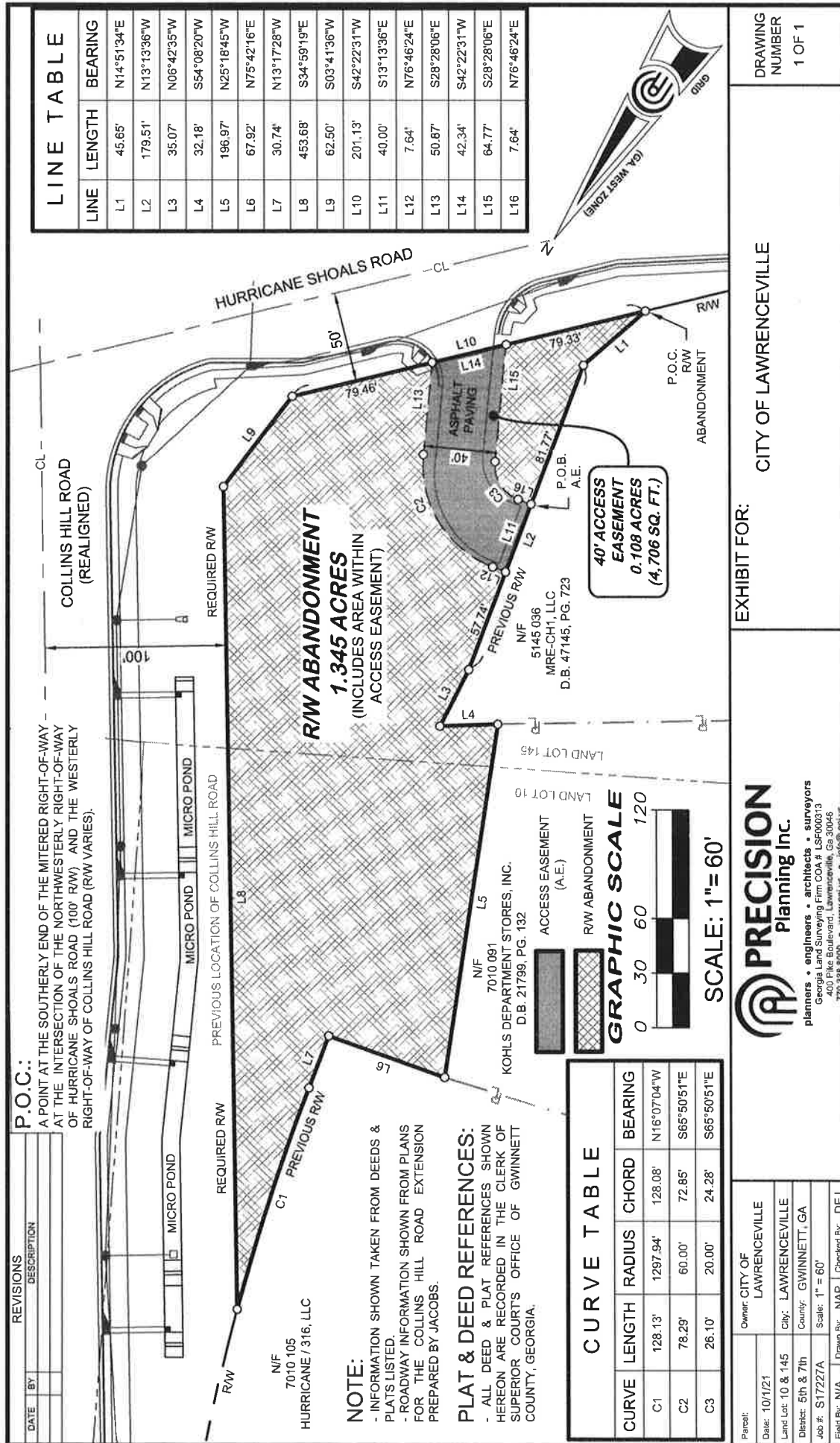
Date Signed: \_\_\_\_\_

By \_\_\_\_\_  
Chairman

Attest \_\_\_\_\_  
Secretary

(Authority Seal)

LINE TABLE		
LINE	LENGTH	BEARING
L1	45.65'	N14°51'34"E
L2	179.51'	N13°13'36"W
L3	35.07'	N08°42'35"W
L4	32.18'	S54°08'20"W
L5	196.97'	N25°18'45"W
L6	67.92'	N75°42'16"E
L7	30.74'	N13°17'28"W
L8	453.68'	S34°59'19"E
L9	62.50'	S03°41'36"W
L10	201.13'	S42°22'31"W
L11	40.00'	S13°13'36"E
L12	7.64'	N76°46'24"E
L13	50.87'	S28°28'06"E
L14	42.34'	S42°22'31"W
L15	64.77'	S28°28'06"E
L16	7.64'	N76°46'24"E



CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	128.13'	1297.94'	128.08'	N16°07'04"W
C2	78.29'	60.00'	72.85'	S65°50'51"E
C3	28.10'	20.00'	24.28'	S65°50'51"E

Owner: CITY OF LAWRENCEVILLE Date: 10/1/21 Land Lot: 10 & 145 District: 5th & 7th County: GWINNETT, GA Job #: S17227A Scale: 1" = 60'	 <p><b>PRECISION</b> Planning Inc.</p> <p>planners • engineers • architects • surveyors</p> <p>Georgia Land Surveying Firm COA # LSR000313          400 Pike Boulevard, Lawrenceville, Ga 30046          Tel: 770.962.8600</p>	EXHIBIT FOR: CITY OF LAWRENCEVILLE	DRAWING NUMBER 1 OF 1
---	---	------------------------------------	-----------------------

## LAND DESCRIPTION RIGHT-OF-WAY ABANDONMENT

All that tract or parcel of land lying and being in Land Lots 10 & 145 of the 5<sup>th</sup> & 7<sup>th</sup> Land District, in the City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:

**TO FIND THE POINT OF COMMENCEMENT**, begin at a point at the Southerly end of the mitered Right-of-Way at the intersection of the Westerly Right-of-Way of Collins Hill Road (R/W varies) and the Northwesterly Right-of-Way of Hurricane Shoals Road (100' R/W), said Point being **THE POINT OF BEGINNING**.

THENCE from said Point as thus established and continuing along said existing Right-of-Way of Collins Hill Road the following eight (8) courses and distances, North 14 degrees 51 minutes 34 seconds East for a distance of 45.65 feet to a Point; THENCE North 13 degrees 13 minutes 36 seconds West for a distance of 179.51 feet to a Point; THENCE North 06 degrees 42 minutes 35 seconds West for a distance of 35.07 feet to a Point; THENCE South 54 degrees 08 minutes 20 seconds West for a distance of 32.18 feet to a Point; THENCE North 25 degrees 18 minutes 45 seconds West for a distance of 196.97 feet to a Point; THENCE North 75 degrees 42 minutes 16 seconds East for a distance of 67.92 feet to a Point; THENCE North 13 degrees 17 minutes 28 seconds West for a distance of 30.74 feet to a Point; THENCE along a curve to the left having a radius of 1297.94 feet and arc length of 128.13 feet being subtended by a chord of North 16 degrees 07 minutes 04 seconds West for a distance of 128.08 feet to a Point; THENCE leaving said existing Right-of-Way and continue along said required Right-of-Way of Collins Hill Road (Realigned), South 34 degrees 59 minutes 19 seconds East for a distance of 453.68 feet to a Point at the Northerly end of the mitered Right-of-Way intersection of Collins Hill Road and Hurricane Shoals Road; THENCE continuing along said mitered Right-of-Way, South 03 degrees 41 minutes 36 seconds West for a distance of 62.50 feet to a Point at the Southerly end of the aforesaid mitered Right-of-Way intersection; THENCE continuing along said Right-of-Way of Hurricane Shoals Road, South 42 degrees 22 minutes 31 seconds West for a distance of 201.13 feet to a Point, said Point being **THE POINT OF BEGINNING**.

Said property contains 1.345 acres (58,596 square feet) as shown on the Exhibit for the City of Lawrenceville, prepared by Precision Planning, Inc., dated 10/1/21.

## LAND DESCRIPTION 40' ACCESS EASEMENT

All that tract or parcel of land lying and being in Land Lots 10 & 145 of the 5<sup>th</sup> & 7<sup>th</sup> Land District, in the City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:

**TO FIND THE POINT OF COMMENCEMENT**, begin at a point at the Southerly end of the mitered Right-of-Way at the intersection of the Westerly Right-of-Way of Collins Hill Road (R/W varies) and the Northwesterly Right-of-Way of Hurricane Shoals Road (100' R/W); **THENCE** continuing along said existing Right-of-Way the following two (2) courses and distances, North 14 degrees 51 minutes 34 seconds East for a distance of 45.65 feet to a Point; **THENCE** North 13 degrees 13 minutes 36 seconds West for a distance of 179.51 feet to a Point, said Point being **THE POINT OF BEGINNING**.

**THENCE** from said Point as thus established and continuing along said existing Right-of-Way, North 13 degrees 13 minutes 36 seconds West for a distance of 40.00 feet to a Point; **THENCE** leaving said existing Right-of-Way, North 76 degrees 46 minutes 24 seconds East for a distance of 7.64 feet to a Point; **THENCE** along a curve to the right having a radius of 60.00 feet and arc length of 78.29 feet being subtended by a chord of South 65 degrees 50 minutes 51 seconds East for a distance of 72.85 feet to a Point; **THENCE** South 28 degrees 28 minutes 06 seconds East for a distance of 50.87 feet to a Point on the aforesaid required Right-of-Way of Hurricane Shoals Road; **THENCE** continuing along said Right-of-Way, South 42 degrees 22 minutes 31 seconds West for a distance of 42.34 feet to a Point; **THENCE** leaving said Right-of-Way, North 28 degrees 28 minutes 06 seconds West for a distance of 64.77 feet to a Point; **THENCE** along a curve to the left having a radius of 20.00 feet and arc length of 26.10 feet being subtended by a chord of North 65 degrees 50 minutes 51 seconds West for a distance of 24.28 feet to a Point; **THENCE** South 76 degrees 46 minutes 24 seconds West for a distance of 7.64 feet to a Point, said Point being **THE POINT OF BEGINNING**.

Said property contains 0.108 acres (4,706 square feet) as shown on the Exhibit for the City of Lawrenceville, prepared by Precision Planning, Inc., dated 10/1/21.



# LAWRENCEVILLE

## GEORGIA

AGENDA REPORT  
MEETING: CITY COUNCIL REGULAR MEETING  
AGENDA CATEGORY: NEW BUSINESS

**Item:** SUP2021-00051; Wade Marketing & Consulting Services; 3130 Sugarloaf Parkway, Suite 1200

**Department:** Planning and Development

**Date of Meeting:** Wednesday, November 17, 2021

**Presented By:** Todd Hargrave, Director of Planning and Development

**Planning and  
Development  
Recommendation:**

**Approval with Conditions**

**Planning  
Commission  
Recommendation:**

**Approval with Staff recommendations**

**Summary:** The applicant is requesting a Special Use Permit to allow a Special Events Facility as part of an existing commercial retail development. The property is a 3.38-acre parcel, zoned BG (General Business District), located at the southeast intersection of Sugarloaf Parkway and Johnson Road. The property is developed as a commercial/retail center, consisting of multiple suites, driveways and parking.

**Attachments/Exhibits:**

- SUP2021-00051 REPORT
- SUP2021-00051 PLANNING AND DEVELOPMENT RECOMMENDATIONS
- SUP2021-00051 ATTACHMENTS

**CITY OF LAWRENCEVILLE  
PLANNING AND DEVELOPMENT DEPARTMENT  
SPECIAL USE PERMIT REPORT**

<b>CASE NUMBER</b>	<b>SUP2021-00051</b>
<b>APPLICANT</b>	WADE MARKETING & CONSULTING SERVICES
<b>CONTACT</b>	JUANITA WADE
<b>PHONE NUMBER</b>	313.515.6506
<b>ZONING CHANGE</b>	-
<b>LOCATION</b>	3130 SUGARLOAF PARKWAY
<b>PARCEL ID</b>	R5085 695
<b>ACREAGE</b>	3.38
<b>PROPOSED DEVELOPMENT</b>	SPECIAL EVENTS FACILITY
<b>DEPARTMENT RECOMMENDATION</b>	<b>APPROVAL WITH CONDITIONS</b>

**ZONING HISTORY:**

The property has been zoned BG (General Business District) since 2005.

**PROJECT DATA:**

The applicant is requesting a Special Use Permit to allow a Special Events Facility as part of an existing commercial retail development. The property is a 3.38-acre parcel, zoned BG (General Business District), located at the southeast intersection of Sugarloaf Parkway and Johnson Road. The property is developed as a commercial/retail center, consisting of multiple suites, driveways and parking.

The applicant is proposing to occupy Suite 1200, of the Sugarloaf Pointe shopping center to allow a Special Events Facility providing services relating to community events, meetings, pop-up shops, special occasions and training. Access to the property is provided via curb-cuts extending from Sugarloaf Parkway, Johnson Road and Old Snellville Highway.

As proposed, the parking regulations require seven parking spaces for this type of facility, however, the existing parking lot consist of 91 parking spaces which exceeds the minimum requirements and adequately provides a sufficient amount

of off-street parking. Additionally, all associated parking is located in front of the building.

The proposal satisfies the minimum requirement of the Supplemental and Accessory Use Standards (the Standards) requiring Special Events Facilities be located along a properly classified road, as well as providing adequate restroom facilities. Additionally, the Standards require compliance with intent of the Code of Ordinance as it relates to Special Events Facilities. The adoption of the 2020 Zoning Ordinance allows Special Events Facilities to operate throughout the city limits in specific zoning classifications; which includes the BG zoning classification. However, if the applicant chooses to serve alcohol during events an Alcoholic Beverages License allowing the retail sales of alcoholic beverages for consumption shall be required.

The area surrounding the property consist primarily of single-family and commercial/retail developments. To the west and south is the Tanner's Pointe single-family subdivision located in unincorporated Gwinnett County zoned R-75 (Single-Family Residence District). To the east, across Old Snellville Highway, are properties located in unincorporated Gwinnett County utilized for office related activities zoned OI (Office Institutional District), and further to the east, in the city limits is a Place of Worship, zoned RS-150 (Single-Family Residence District). To the north, across Sugarloaf Parkway at its intersection with Old Snellville Highway, are properties located within unincorporated Gwinnett County consisting of a variety of uses and zoning, as well as the Sugarloaf Manor subdivision zoned R-ZT (Single-Family Residence Zero Lot Line/Townhouse District). To the north, at the northwest intersection of Sugarloaf Parkway and Johnson Road is a multi-tenant retail facility zoned BN (Neighborhood Business District). The mixture of zoning and uses in the immediate area further support the requested Special Use Permit.

The 2040 Comprehensive Plan and Future Development Map indicate the property is within the Neighborhood Mixed Use Character Area. Policies for this area are intended to provide walkability and services for nearby existing residential uses. Therefore, the proposed Special Use Permit may result in a use considered consistent with the intent of the 2040 Comprehensive Plan.

In conclusion, the requested Special Use Permit for a Special Events Facility, at an existing commercial development, may provide a center for local services, providing walkable connectivity, for nearby residential uses along this segment of the Sugarloaf Parkway corridor. Given the aforementioned factors, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** of this request.



**CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:**

**CODE ENFORCEMENT**

From 2018 to 2021, several Notice of Violations (NOVs) were issued for violations, which includes; commercial signage, outdoor storage and trash and debris.

**DAMAGE PREVENTION DEPARTMENT**

No comment

**ELECTRIC DEPARTMENT**

No comment

**ENGINEERING DEPARTMENT**

No comment.

**GAS DEPARTMENT**

No comment

### **STANDARDS GOVERNING EXERCISE OF THE ZONING POWER**

1. Whether a proposed rezoning will permit a use that is suitable in view of the use and development of adjacent and nearby property;

*In light of the mixture of uses and zoning in the immediate area the requested Special Events Facility could be suitable to the area.*

2. Whether a proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property;

*With the recommended conditions, potential impacts on adjacent and nearby properties could be reduced.*

3. Whether the property to be affected by a proposed rezoning has a reasonable economic use as currently zoned;

*The property has a reasonable economic use as currently zoned.*

4. Whether the proposed rezoning will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;

*Minimal impacts on public facilities would be anticipated from the addition of a Special Events Facility at this location.*

5. Whether the proposed rezoning is in conformity with the policy and intent of the Comprehensive Plan; and

*Policies of the Neighborhood Mixed Use Character Area are intended to provide a center for local service. As such the proposed Special Use Permit allowing a Special Events Facility at this location could be consistent with the Unified Plan.*

6. Whether there are other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the proposed rezoning.

*To ensure the compatibility with rules and regulations of the City of Lawrenceville, it is suggested that conditions limit the Special Use Permit to a period of two years.*

**PLANNING AND DEVELOPMENT DEPARTMENT****RECOMMENDED CONDITIONS****SUP2021-00051:**

Approval of Special Use Permit for a Special Events Facility subject to the following conditions:

- 1.** General Business uses, which may include a Special Events Facility as a special use.
- 2.** No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
- 3.** Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or right-of-ways.
- 4.** Peddlers and/or any parking lot sales unrelated to the Special Use shall be prohibited.
- 5.** Outdoor storage shall be prohibited.
- 6.** Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
- 7.** The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
- 8.** The Special Use Permit shall be limited to a period of two years, at which time the use shall cease, or an application made for renewal.



# LAWRENCEVILLE

## GEORGIA

### SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Wade Marketing &amp; Consulting Services</u>	NAME: <u>4 Seas Investments</u>
ADDRESS: <u>1458 Gates Mill Walk</u>	ADDRESS: <u>8445 Saint Marlo Fairway Drive</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Duluth</u>
STATE: <u>GA</u> ZIP: <u>30045</u>	STATE: <u>GA</u> ZIP: <u>30097</u>
PHONE: <u>313-515-6506</u>	PHONE: <u>678-371-8630</u>
CONTACT PERSON: <u>Juanita Wade</u> PHONE: <u>313-515-6506</u>	
CONTACT'S E-MAIL: <u>jewade8707@yahoo.com</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): <u>5th District</u> ACREAGE: <u>3.4 Acres</u>	
PARCEL NUMBER(S): <u>RS085-695</u>	
ADDRESS OF PROPERTY: <u>3130 Sugarloaf Parkway Ste 1200 Lawrenceville, Ga 30045</u>	
PROPOSED SPECIAL USE: <u>Event Center</u>	

SIGNATURE OF APPLICANT

DATE

Juanita Wade

TYPED OR PRINTED NAME:

NOTARY PUBLIC

DATE

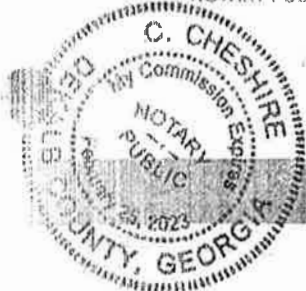
SIGNATURE OF OWNER

DATE

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE



## WADE MARKETING & CONSULTING SERVICES

August 6, 2021

City of Lawrenceville  
Planning Department  
70 S. Clayton St.  
P.O.Box 2200  
Lawrenceville, Ga 30046

Letter of Intent: 3130 Sugarloaf Parkway Ste 1200

To Whom It May Concern:

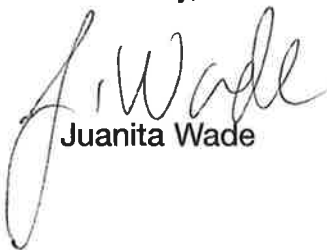
Wade Marketing & Consulting Services is submitting this Letter of Intent on behalf of Life Events Venue.

3130 Sugarloaf Parkway (otherwise known as L3 BA Sugarloaf Pointe) Suite 1200 is a 2800 square foot commercial space located in a commercial strip mall in, Lawrenceville, GA.

Our intent is to utilize space as an event center, to host meetings, training sessions, pop up shops, special occasions and community events.

If you have any questions about our intended use, you can contact Juanita Wade at 313-515-6506.

Sincerely,



Juanita Wade







# LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville  
Planning & Development*




## Location Map and Surrounding Zoning

File # SUP2021-00051

**Applicant:**  
Wade Marketing & Consulting Services

**Owner:**  
4 Seas Investments

## Legend

-  Subject Property
-  Parcels
-  Roads



0 90 180







# LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville  
Planning & Development*

## Location Map and Surrounding Zoning

File # SUP2021-00051

**Applicant:**  
Wade Marketing & Consulting Services

**Owner:**  
4 Seas Investments

### Legend

 Subject Property

 Parcels

### Zoning Districts

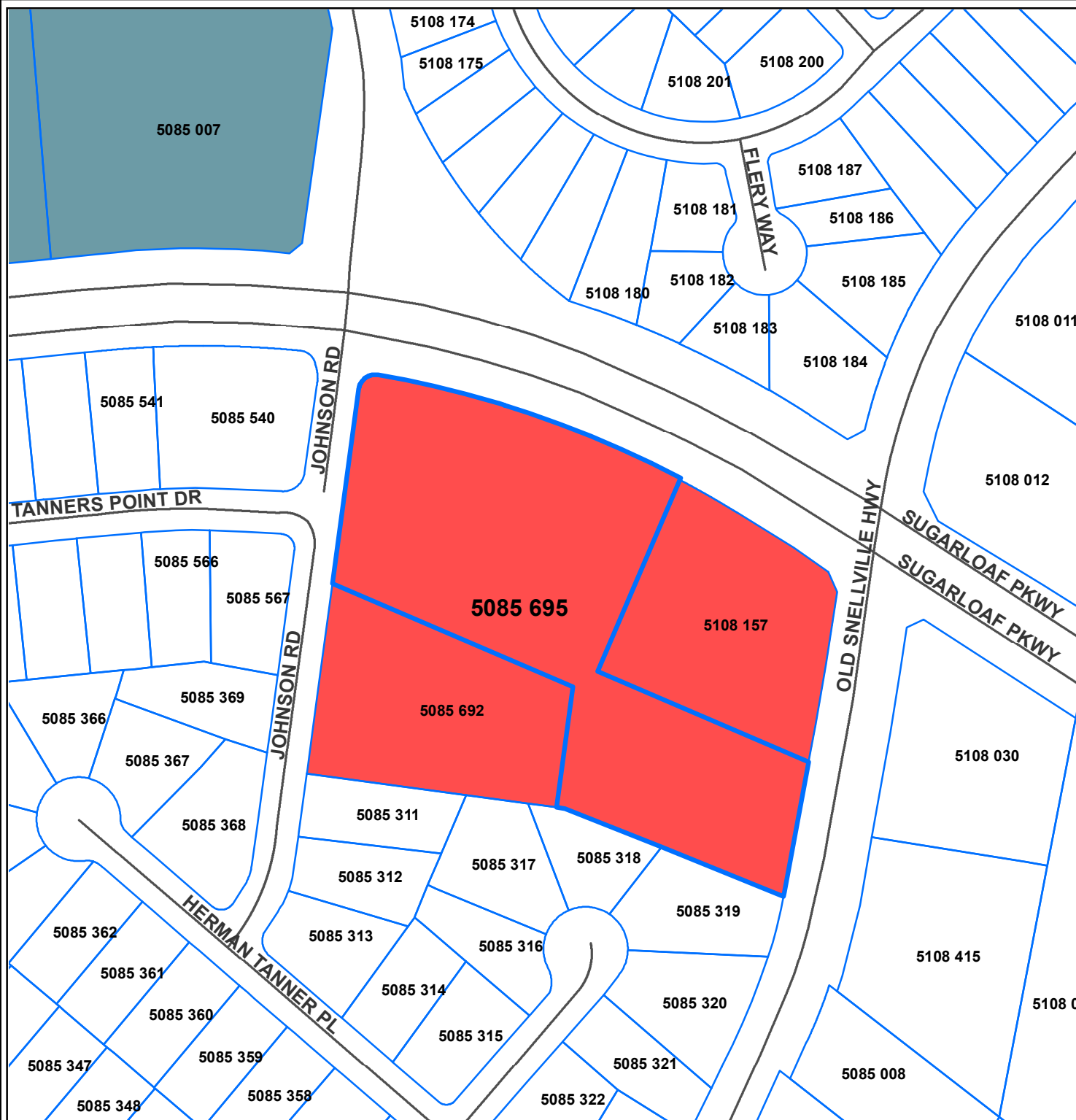
 BN Neighborhood Business

 BG General Business

 Roads



0 90 180







# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: COUNCIL WORK SESSION, OCTOBER 13, 2021

AGENDA CATEGORY: GENERAL CITY BUSINESS

<b>Item:</b>	Update to Article III (Noise Regulations) of Chapter 20 (Environment) of the Code of the City of Lawrenceville
<b>Department:</b>	City Attorney
<b>Date of Meeting:</b>	Wednesday, October 13, 2021
<b>Fiscal Impact:</b>	None
<b>Presented By:</b>	Frank Hartley, City Attorney
<b>Action Requested:</b>	Consider an update to Article III (Noise Regulations) of Chapter 20 (Environment) of the Code of the City of Lawrenceville

### Summary:

As discussed previously, areas of focus in this draft of the ordinance for consideration are as follows:

1. Section 2(b) – This draft is modeled after Athens and Gwinnett County ordinance with the sound measurement being “plainly audible”. No sound measuring devices are needed
2. Section 2(c) - Time
  - A. 300 feet during the day and 100 feet during the night
  - B. Day = 8am-10pm Sun-Thur. and 8am-11pm Fri and Sat
3. Section 5 – Exclusions have been updated.
4. Section 7 – Engine, Muffler, and exhaust system noise addressed.

**Attachments/Exhibits:** Draft of updated Ordinance for consideration

**ORDINANCE NO. \_\_\_\_\_****AN ORDINANCE TO AMEND PROVISIONS RELATED TO NOISE REGULATIONS (ARTICLE III) OF  
CHAPTER 20 (ENVIRONMENT) OF THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA**

**WHEREAS**, the City Council of the City of Lawrenceville, Georgia recognizes that excessive community noise is detrimental to individuals and the community in the enjoyment of life and property and in the conduct of business; and

**WHEREAS**, the City Council also recognizes that excessive noise negatively impacts tourism, economic development, and residents making it difficult for visitors, workers and residents to enjoy places and activities; and

**WHEREAS**, the City Council recognizes that there has been much research concerning the effects of excessive noise which has been shown to have significant medical, social, and economic impacts; and

**WHEREAS**, the City Council further recognizes that uncontrolled excessive noise could be a hazard to the public health, welfare, safety, and quality of life of those living, working, and visiting the City of Lawrenceville; and

**WHEREAS**, the City Council is authorized to adopt ordinances for the purpose of protecting and preserving the public health, safety, and welfare of the City and its residents; and

**WHEREAS**, the City Council has not undertaken an extensive review of the current Noise Control Ordinance since at least 2005; and

**WHEREAS**, since 2005, growth and urbanization of the City has continued, and the population has continued to increase, resulting in more individuals residing more closely together and businesses being conducted in closer proximity to residential neighborhoods; and

**WHEREAS**, since 2005, the City has experienced a growth in mixed-use developments where residential and commercial activities are conducted in close proximity within developments; and

**WHEREAS**, the City is more likely to attract and retain commercial enterprises and permanent residents if the City has ordinances in place to improve and maintain appropriate noise quality; and

**WHEREAS**, the City Council believes that it is necessary to the public health, welfare, safety, quality of life, and economic vitality of the City of Lawrenceville and its residents and businesses to appropriately balance the rights of individuals to derive pleasure from various sources of sound with the rights of individuals to a peaceful and healthful environment; and

**WHEREAS**, the City Council believes that it is in the best interest of the City to revise the Noise Control Ordinance to more appropriately balance these interests and better meet the needs of residents and businesses within the City; and

**WHEREAS**, the Federal Government has long recognized the importance of promoting an environment free from noise that jeopardizes health and welfare of its citizens and businesses through the passage of the Noise Control Act of 1972; and

**WHEREAS**, the State of Georgia has also recognized the importance of noise control through the enactment of O.C.G.A. § 40-6-14(a), which regulates sound from cars and provides that "[i]t is unlawful for any person operating or occupying a motor vehicle on a street or highway to operate or amplify the sound produced by a radio, tape player, or other mechanical sound-making device or instrument from within the motor vehicle so that the sound is plainly audible

at a distance of 100 feet or more from the motor vehicle;" and

**WHEREAS**, the City Council desires to protect the health, safety, and welfare of those residing in, visiting, or doing business in the City of Lawrenceville through the reasonable regulation of certain noises; and

**WHEREAS**, the City Council desires to adopt reasonable regulations concerning noise that are clear to follow and can be effectively and efficiently enforced; and

**WHEREAS**, the adoption of the proposed Noise Control Ordinance has been duly noticed and advertised in accordance with Official Code of Georgia Annotated Section 25-10-2(c); and

**WHEREAS**, the City Council finds that the adoption of a new and revised Noise Control Ordinance is in the best interest of the City of Lawrenceville to protect the health, safety, and welfare of its residents, visitors, and workers.

**NOW, THEREFORE, BE IT ORDAINED** that the City Council hereby repeals Article III (Noise Regulations) of Chapter 20 (Environment) of the Code of the City of Lawrenceville, Georgia and replaces it with a new Article III of Chapter 20 of the Code of the City of Lawrenceville, Georgia, entitled "Noise Control" as follows:

Section 1:

That all matters stated herein above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2:

That Article III of Chapter 20 of the Code of the City of Lawrenceville is hereby amended by replacing the entire Article and all of its sections, subsections, and provisions, with the new Article shall appear and read as follows:

Sec. 20-48. Noise control.

- (a) *Purpose.* This section is enacted as a general noise ordinance to protect, preserve, and promote the health, safety and welfare of the citizens of the City of Lawrenceville through the control of noise. It is the intent of this section to establish standards that will reduce excessive community noises, which are harmful and otherwise detrimental to individuals and to the community in the enjoyment of life and property and in the conduct of business.
- (b) *Sound measurement standards.* For the purposes of this section 20-48, "plainly audible" shall mean any sound emanating from the specific sound-producing sources set forth below which can be heard from the distances set forth below, using the following sound measurement standards: Measurement shall be by the auditory senses of a person standing at a distance no less than the required minimum distance from the source of the sound. For music and other noise, words and phrases need not be discernable. For music and other noise, bass reverberations are included.
- (c) *Prohibited conduct.*
  - (1) Restrictions of 300 feet for 8:00 a.m. through 10:00 p.m. Sunday through Thursday and 8:00 a.m. through 11:00 p.m. on Friday and Saturday.

- (i) *Mechanical sound-making devices.* It is unlawful for any person or persons to play, use, operate, or permit to be played, used, or operated any radio receiving device, television, stereo, musical instrument, phonograph sound amplifier or other machines or devices for the producing, reproducing or amplifying of sound and/or noise at such a volume and in such a manner so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 300 feet or more from the building, structure or vehicle, or in the case of real property, beyond the property limits, in which it is located, whichever is farthest, between the hours of 8:00 a.m. and 10:00 p.m. Sunday through Thursday and between the hours of 8:00 a.m. and 11:00 p.m. on Friday and Saturday.
- (ii) *Human-produced sounds.* It is unlawful for any person or persons to yell, shout, hoot, whistle, or sing on the public streets or sidewalks or on private property so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 300 feet or more from the place, building, structure, or in the case of real property, beyond the property limits, in which the person is located, whichever is farthest, between the hours of 8:00 a.m. and 10:00 p.m. Sunday through Thursday and between the hours of 8:00 a.m. and 11:00 p.m. on Friday and Saturday.
- (iii) *Commercial advertising.* It is unlawful for any person or persons to use, operate, or permit to be used or operated any radio receiving device, musical instrument, phonograph, loud speaker, sound amplifier or other machine or device for the production or reproduction of sound which is cast upon the public streets or other public property for the purpose of commercial advertising or which serves to attract the attention of the public to any building, structure or vehicle in such a manner so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 300 feet or more from the source of the sound cast upon the public streets or other public property or from the building, structure, or in the case of real property, beyond the property limits, in which it is located, whichever is farthest, between the hours of 8:00 a.m. and 10:00 p.m. Sunday through Thursday and between the hours of 8:00 a.m. and 11:00 p.m. on Friday and Saturday.
- (iv) *Party noise.* It is unlawful for any person or persons in charge of a party or other social event that occurs on any private property to allow that party or social event to produce noise in such a manner that such noise is plainly audible at a distance of 300 feet or more from the building or structure from which the noise is emanating or in the case of real property, beyond the property limits, on which the party or social event is located, whichever is farthest, between the hours of 8:00 a.m. and 10:00 p.m. Sunday through

Thursday and between the hours of 8:00 a.m. and 11:00 p.m. on Friday and Saturday. For the purposes of this subsection, a "person in charge of a party or other social event" shall mean any adult person who is the owner of; resides in or on; rents, leases, or otherwise has the right to occupy the premises involved in such party or social event and is present at such party or social event. For the purposes of this subsection, "noise" shall mean the same sounds, or any combination thereof, as described in paragraphs (i) or (ii) above.

- (2) Restrictions of 100 feet for 10:00 p.m. through 8:00 a.m. Sunday through Thursday and 11:00 p.m. through 8:00 a.m. on Saturday and Sunday.
  - (i) *Mechanical sound-making devices.* It is unlawful for any person or persons to play, use, operate, or permit to be played, used, or operated any radio receiving device, television, stereo, musical instrument, phonograph sound amplifier or other machines or devices for the producing, reproducing or amplifying of sound and/or noise at such a volume and in such a manner so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 100 feet or more from the building, structure, or motor vehicle or in the case of real property, beyond the property limits, in which it is located, whichever is farthest, between the hours of 10:00 p.m. and 8:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 8:00 a.m. on Saturday and Sunday.
  - (ii) *Human-produced sound.* It is unlawful for any person or persons to yell, shout, hoot, whistle, or sing on the public streets or sidewalks or on private property so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 100 feet or more from the place on public streets and sidewalks, or in the case of private real property, beyond the property limits, on which the person is located, whichever is farthest, between the hours of 10:00 p.m. and 8:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 8:00 a.m. on Saturday and Sunday.
  - (iii) *Commercial advertising.* It is unlawful for any person or persons to use, operate, or permit to be used or operated any radio receiving device, musical instrument, phonograph, loud speaker, sound amplifier or other machine or device for the production or reproduction of sound which is cast upon the public streets or other public property for the purpose of commercial advertising or which serves to attract the attention of the public to any building, structure or vehicle in such a manner so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 100 feet or more from the source of the sound cast upon the public streets or other public property or from the building, structure, or

in the case of real property, beyond the property limits, in which it is located, whichever is farthest, between the hours of 10:00 p.m. and 8:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 8:00 a.m. on Saturday and Sunday.

- (iv) *Party noise.* It is unlawful for any person or persons in charge of a party or other social event that occurs on any private property to allow that party or event to produce noise in such a manner that such noise is plainly audible at a distance of 100 feet or more from the building or structure from which the party noise is emanating or in the case of real property, beyond the property limits, on which the party or social event is located, whichever is farthest, between the hours of 10:00 p.m. and 8:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 8:00 a.m. on Saturday and Sunday. For the purposes of this subsection, a "person in charge of a party or other social event" shall mean any adult person who is the owner of; resides in or on; rents, leases, or otherwise has the right to occupy the premises involved in such party or social event and is present at such party or social event. For the purposes of this subsection, "noise" shall mean the same sounds, or any combination thereof, as described in paragraphs (i) or (ii) above.
- (3) *Restrictions regarding noise produced by consumer fireworks.* The use or ignition of consumer fireworks as defined in O.C.G.A. § 25-10-1 that willfully make, continue, or cause to be made or continued any excessive, or unusually loud noise, except during the following dates and times:
  - (i) On January 1, the last Saturday and Sunday in May, July 3, July 4, the first Monday in September and December 31 beginning at the time of 10:00 a.m. and up to and including the ending time of 11:59 p.m.; and
  - (ii) On January 1 of each year beginning at the time of 12:00 midnight and up to and including the ending time of 1:00 a.m.

For the purposes of this section, the term "consumer fireworks" shall have the meaning set forth in O.C.G.A. § 25-10-1(a)(1), but such term shall not include those items excluded therefrom in O.C.G.A. § 25-10-1(b) as such code section is enacted as of July 1, 2018 or as may be amended in the future.

- (4) *Apartments, condominiums, townhomes, and similar residential units.* Restrictions for areas within apartments, condominiums, townhouses, duplexes, or other such residential dwelling units. Except for persons within commercial enterprises that have an adjoining property line or boundary with a residential dwelling unit, it is unlawful for any person to make, continue, or cause to be made or continued any



noise in such a manner as to be plainly audible to any other person a distance of five feet beyond the adjoining property line wall or boundary of any apartment, condominium, townhouse, duplex, or other such residential dwelling units with adjoining points of contact.

For the purposes of this subsection, "noise" shall mean human-produced sounds of yelling, shouting, hooting, whistling, singing, or mechanically-produced sounds made by radio-receiving device, television, stereo, musical instrument, phonograph sound amplifier or other machines or devices for the producing, reproducing, or amplifying of sound, or any combination thereof.

For the purposes of this subsection, "property line or boundary" shall mean an imaginary line drawn through the points of contact of (1) adjoining apartments, condominiums, townhouses, duplexes or other such residential dwelling units with adjoining points owned, rented, or leased by different persons; or (2) adjoining common areas or adjoining exterior walls. Said property line or boundary includes all points of a plane formed by projecting the property line or boundary including the ceiling, the floor, and the walls.

(5) *Exclusions.* The prohibitions of this section shall not apply to the following:

- (i) Noises and/or sounds made by governmental or commercial entities in the normal course of their business;
- (ii) Noises and/or sounds emanating from any official Georgia Gwinnett College event on Georgia Gwinnett College property or Gwinnett County School District event on Gwinnett County School District property;
- (iii) Noises or sounds made by domestic animals, which noises or sounds are controlled by section 10-7 of the Gwinnett County Animal Control Ordinance, which has been adopted by the City of Lawrenceville;
- (iv) Noises and/or sounds emitted by bells, chimes, or clocks, which occur for no longer than three minutes per hour, from structures located within the Entertainment District as shown on a map maintained in the office of the City Clerk;
- (v) Live music emanating from a governmental or commercial entity located within the Entertainment District, as shown on a map maintained in the office of the City Clerk, heard at a distance less than 1,000 feet from the governmental or commercial entity during the following times: Monday – Thursday from 4 p.m. to 9 p.m. and Friday – Saturday from Noon to 11 p.m.

- (vi) Sound volumes produced by radio, tape player, or other mechanical sound making device or instrument from within a motor vehicle on a street or highway, which sound is controlled by the O.C.G.A. § 40-6-14 and shall be enforced in accordance with said statute;
  - (vii) Noises and/or sounds that are permitted by an event/film permit issued by the City of Lawrenceville Police Department and/or Community Relations Department; provided, however, that the producer or coordinator of the event/film must comply with the terms, restrictions and conditions of the permit issued by the city;
  - (viii) Noises or sounds made by law enforcement, first responders, and other public safety officials performing their public functions;
  - (ix) Noises of safety signals and warning devices; or
  - (x) Noises emanating from aircraft or airport operations at the Gwinnett County Airport in accordance with state and federal regulations.
- (6) *Landscape maintenance devices.* Time restrictions on use of landscape maintenance motorized devices such as leaf blowers, lawn mowers, or chain saws. It is unlawful for any person to use or operate any noise-generating, motorized landscape maintenance devices, including, but not limited to, leaf blowers, lawn mowers, or chain saws, within any residential zoning district or in areas within 300 feet of any residential zoning district from 8:00 p.m. to 8:00 a.m. except that within the agricultural-residential zone no person shall use or operate any such devices within 300 feet of any residential dwelling on adjacent property between the hours of 9:00 p.m. and 8:00 a.m.
- (7) *Engine, muffler and/or exhaust system noise.* No person shall use, operate or cause to be used or operated any motor vehicle equipped (or the failure to be equipped) with an engine, muffler, muffler cutout, muffler bypass, bypass, muffler system, exhaust system, or similar device which causes a noise or sound which is plainly audible at a distance of 100 feet or more from the motor vehicle.
- (8) *Construction noise.* Between the hours of 9:00 p.m. and 7:00 a.m., construction noise of any type, including, but not limited to, noise caused by the erection (including excavation), demolition, alteration, or repair of any building, as well as the operation of any earth-moving equipment, crane, saw, drill, pile driver, steam shovel, pneumatic hammer, hoist, automatic nailer or stapler, or any similar equipment, shall not be plainly audible within any residential zoning district more than 100 feet beyond the property boundary of the property from which the noise emanates.

A variance from the above-referenced hours of operation for construction noise may be requested, in writing, at least 48 hours prior to the proposed construction operation, for consideration by the Director of Planning and Development. Such a request shall state:

- a. The reasons that support a claim of urgent need based on specific loss or inconvenience for such a variation from the allowable work hours;
- b. The impact that the denial of this request would have on the applicant's project and the surrounding properties;
- c. The steps which have been taken by the applicant to communicate those needs and impacts to owners of surrounding and nearby properties;
- d. The steps that have or will be taken to limit the impact of the proposed activity upon surrounding and nearby properties; and
- e. The possible risks to public health and safety.

If the Director finds that the application adequately demonstrates the urgent need for a variance from the above allowable work hours, adequately provides for mitigation of the impact upon surrounding and nearby properties and poses no additional risk to public health and safety, then permission shall be granted for a variance to alter the allowable work hours during one ten-day period.

The prohibitions of this subparagraph (8) shall not apply to government road, water, sewer, stormwater construction or maintenance projects or to utility company construction or maintenance projects.

(9) *Commercial entities near single-family residential zoning districts.*

- (i) Notwithstanding any provisions of this section concerning noises and/or sounds caused to be made by commercial entities in the normal course of their business, the provisions and prohibitions of paragraph (c), "Prohibited Conduct," subparagraph (1), concerning "Restrictions of 300 feet for 8:00 a.m. through 10:00 p.m. Sunday through Thursday and 8:00 a.m. through 11:00 p.m. on Friday and Saturday" and its subparts (i) through (iii) shall apply to noises and/or sounds generated by a commercial entity that are plainly audible within any single-family residential zoning district more than 300 feet beyond the property boundary of the property from which the noises and/or sounds emanate.
- (ii) Notwithstanding any provisions of this section concerning noises and/or sounds caused to be made by commercial entities in the normal course of

their business, the provisions and prohibitions of paragraph (c), "Prohibited Conduct," subparagraph (2), concerning "Restrictions of 100 feet for 10:00 p.m. through 8:00 a.m. Sunday through Thursday and 11:00 p.m. through 8:00 a.m. on Saturday and Sunday," and its subparts (i) through (iii) shall apply to noises and/or sounds generated by a commercial entity that are plainly audible within any single-family residential zoning district more than 100 feet beyond the property boundary of the property from which the noises and/or sounds emanate.

- (d) *Severability clause.* A determination of the invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, subsection or part of this section shall not affect the validity of the remaining parts of this section.

Section 3:

The penalty for a violation of this ordinance shall be as set forth in Sec 1-8 of the Code of the City of Lawrenceville, Georgia.

Section 4:

This ordinance shall be enforced by the City of Lawrenceville Police Department.

Section 5:

This ordinance shall become effective on December 1, 2021.

Section 6:

All ordinances, regulations, or parts of the same in conflict with this Ordinance are hereby rescinded to the extent of said conflict.

Section 7:

If any section, article, paragraph, sentence, clause, phrase, or word in this ordinance, or application thereto any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

IT IS SO ORDAINED this \_\_\_\_\_ day of November, 2021.

\_\_\_\_\_  
David R. Still, Mayor

Attest:

\_\_\_\_\_  
Karen Pierce, City Clerk



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 17, 2021

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

**Item:** Acquisition of 1 parcel located at 452 Eaton Street

**Department:** City Manager

**Date of Meeting:** Wednesday, November 17, 2021

**Fiscal Impact:** \$180,000

**Presented By:** Barry Mock, Assistant City Manager

**Action Requested:** Approve the acquisition of 1 parcel located at 452 Eaton Street.

---

**Summary:** For redevelopment purposes, the following property is being recommended to be acquired by the City for resale and for redevelopment purposes:  
452 Eaton Street – Tax Parcel 5146 B072

**Background:**

**Fiscal Impact:** \$180,000

**Attachments/Exhibits:** Real Estate Agreement for 452 Eaton Street.

## REAL ESTATE AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of November 2021, by and among **G. Michael Crow**, (herein referred to as the "Seller"), The CITY LAWRENCEVILLE (herein referred to as the "Purchaser").

### RECITALS

A. Seller is the owner of that certain tract of real property located in the City of Lawrenceville, Gwinnett County, Georgia, being known as 452 Eaton Street, according to the current system of numbering in the City of Lawrenceville, also known as Tax Parcel R5146B072, being more particularly described on Exhibit A which is attached hereto and incorporated herein by reference ("Property").

B. Seller desires to sell the Property to Purchaser and Purchaser desires to purchase the Property from Seller.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. PURCHASE PRICE. Subject to the terms and conditions herein, Seller shall sell and transfer the Property to Purchaser and Purchaser shall purchase the Property from Seller. Purchaser shall pay to Seller the purchase price of ONE HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS (\$180,000.00).

2. EARNEST MONEY. The Purchaser, on or before two (2) business days after the final execution of this Agreement by the Seller, shall deliver to the Escrow Agent the Purchaser's check in the amount of ONE THOUSAND AND NO/100THS DOLLARS (\$1,000.00) (herein referred to as the "Earnest Money"). The Earnest Money held by Escrow Agent shall be applied against the Purchase Price at the Closing, subject to the terms and conditions of this Agreement and the Escrow Agreement with Escrow Agent or otherwise disbursed as provided herein.

B. Investment of Earnest Money. Escrow Agent shall invest the Earnest Money in accordance with the provisions of Paragraph 12.1 below.

3. SURVEY. The Purchaser may, at its sole cost and expense, cause a Georgia registered land surveyor (herein referred to as the "Surveyor") to make a boundary survey (herein referred to as the "Survey") of the Property for the purpose of determining the exact number of acres within the boundary of the Property (to the nearest one thousandth (1/1000th) of an acre), the boundary lines of the Property, the location of all rights-of-way, buffers, easements and encroachments, if any, affecting the Property and any portion of the Property located within an area of special flood hazard as designated by the United States Department of Housing and Urban Development, the Federal



Emergency Management Agency or any similar federal, state or local agency. In the event the Purchaser elects to obtain a Survey, the Seller agrees to deliver to Purchaser at the Closing, in addition to a limited warranty deed using the legal description included herein, a quitclaim deed based on the Survey.

4. CONVEYANCE OF TITLE. Seller shall convey good and marketable fee simple title to the Property to the Purchaser pursuant to recordable limited warranty deed. The Property shall be conveyed free and clear of all liens, encumbrances and other exceptions to title, except for: (i) those title encumbrances and other exceptions which are approved by Purchaser in the exercise of its sole discretion; (ii) those other title exceptions which are waived by Purchaser pursuant to the provisions of this Agreement; and (iii) the lien for ad valorem taxes not yet due and payable (the "Permitted Title Exceptions"). Not later than November 23, 2021, the Purchaser shall deliver to the Seller a statement of any objections to the Seller's title (including the Existing Title Exceptions) and the Seller shall have the right (but not the obligation) within a reasonable time thereafter in which to cure any such objections. In the event that the Seller fails to cure any such objections by Closing, Purchaser may (i) terminate this Agreement, (ii) remove any such objections (but only as to monetary liens created, assumed or suffered by Seller against the Property) and pay the same at Closing from the Purchase Price in accordance with the amount of money due and payable for such monetary lien, or (iii) waive such objections and close the transaction contemplated by this Agreement in accordance with all of the terms and provisions hereof.

5. CLOSING.

A. Closing. The Closing shall be on or before November 30, 2021. The Closing shall be held at the offices of Mahaffey, Pickens, Tucker, LLP in Lawrenceville, Georgia at a time and date which is mutually agreeable to Seller and Purchaser; and Purchaser agrees to provide Seller two (2) days written notice of the date and time for Closing, accompanied with drafts of all documents to be executed by Seller at Closing. At the Closing, the Seller shall execute and deliver to the Purchaser a limited warranty deed conveying good and marketable fee simple title to the Property free and clear of all liens and encumbrances except the Permitted Title Exceptions.

B. Taxes. Real property ad valorem taxes assessed against the Property for the year in which the Closing occurs shall be prorated as of the Closing Date. In the event tax bills for the year in which the Closing occurs have not been issued at the time of the Closing, the proration shall be made on the basis of the taxes actually paid for the immediately preceding year. In the event the amount of such taxes is not finally determined at the date of Closing, an appropriate adjustment shall be made between Seller and Purchaser by payment of the difference, if any, when the actual amount of such taxes becomes known. If the Property is included within a larger parcel for taxing purposes, Seller agrees to cause the taxes to be paid on the real property of which the Property forms a part on or before the date such tax bills become delinquent. At the time that the tax bills are received for the year in which the Closing occurs (whether before or after the Closing), the Purchaser and the Seller shall make any adjustments made necessary by reason thereof.

C. Documents. The Seller and the Purchaser agree that such documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by each party to the other at the Closing, including, but not limited to, an affidavit from the Seller that has as its subject matter averments that, to the actual knowledge of the person signing the affidavit for Seller, (i) there are no rights or claims of parties in possession not shown by the public records, (ii) there are no liens or encumbrances other than those as to which specific provision is made at Closing, (iii) there are no liens, or rights to a lien, for services incurred by Seller (including, but not limited to, real estate brokerage services incurred by Seller), labor or material furnished at the request of Seller and not shown by the public records, (iv) the Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and the Regulations thereunder, and (v) the Seller is not a "non-resident" within the meaning of O.C.G.A. § 48-7-128 (or if Seller is a "non-resident" within the meaning of such code section, that Seller will do all things necessary to comply at Closing with the provisions of O.C.G.A. Section 48-7-128). The owner's affidavit to be executed by Seller at Closing shall expressly state that nothing contained therein shall in any way be deemed to modify or enlarge the other representations contained in this Agreement or the limited warranty of title which is to be contained in the deed of conveyance from Seller to Purchaser. Seller shall provide evidence of authority for the person or persons executing documents on behalf of the Seller satisfactory to the Purchaser's title insurance company.

D. Expenses of Closing. The Seller shall pay the cost of the State of Georgia transfer tax due on the conveyance of the Property, if any. The Purchaser shall pay the survey costs, title examination costs, title certification costs, title insurance premiums, any fees charged by the Escrow Agent, and any other costs incurred by the Purchaser. Each party shall bear the expense of its own legal counsel.

## 6. SELLER'S REPRESENTATIONS.

A. The Seller makes the following representations and warranties:

(i) Seller owns fee simple title to the Property, subject to those title exceptions disclosed in such title insurance policy;

(ii) this Agreement has been properly executed on behalf of Seller by its duly authorized officer and any and all actions, which are or may be necessary to fully authorize Seller to enter into and perform this Agreement have been properly obtained;

(iii) the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not constitute a default by Seller of any other agreement to which Seller is a party.

(iv) Seller has not engaged any broker or agent with respect to the purchase and sale contemplated under this Agreement; and

(v) any and all leases whose term (or any extension thereof) would extend beyond the Closing Date or give the right of possession of the Property or any portion thereof beyond the Closing Date have been disclosed to purchaser, and will be assigned to buyer at closing;

(vi) to the best of Seller's knowledge, without independent investigation, neither the Property nor any portion thereof is in violation of any federal, state or local law, ordinance or regulation relating to any Hazardous Substances and there exists no presence, use, treatment, storage, release or disposal of any Hazardous Substances at, on or beneath the Property which has created or is likely to create any liability (public or private) of owners or occupants of the Property under any current federal, state or local law or regulation or which would require reporting to a governmental agency. No Hazardous Substances are present at, on or beneath any parcel of property or property adjacent to the Property and no parcel or property adjacent to the Property is in violation of any laws, ordinances, rules or regulations with respect to Hazardous Substances. As used herein, the term "Hazardous Substances" means petroleum, petroleum products, asbestos, asbestos containing materials, polychlorinated bi-phenyls ("PCBs") any other hazardous, toxic or dangerous substance, material, or waste as defined for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9061 ("CERCLA"); Hazardous Materials Transportation Act, 49 U.S.C. Section 1802 ("HMTA"); the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 ("RCRA"), and all amendments to the foregoing, or any other federal, state or local law, ordinance, rule or regulation applicable to the Property, and establishing liability, standards or required action as to discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal, use or existence of a hazardous, toxic or dangerous substance, material or waste. No asbestos, asbestos containing materials or PCBs are contained in or stored on or under the Property. There has never been a landfill containing decomposable material, petroleum wells, mineral-bearing mines, sewage treatment facilities, storage tanks, sink holes, radon or other toxic emissions in, on or under the Property; and

(viii) to the best of Seller's knowledge, there are no pending or threatened actions, suits, proceedings or bankruptcies against Seller of the Property which might affect the Property, Seller's title thereto, or the ability of Seller to perform its obligations hereunder.

B. Seller shall take such steps as necessary to become active in good standing with the Georgia Secretary of State prior to the closing.

C. Seller will not take, or cause to be taken, any action, which would cause or threaten to cause, any of the representations stated herein to become incorrect or untrue.

## 7. PURCHASER'S REPRESENTATIONS.

A. Purchaser represents to Seller as follows:

(i) this Agreement has been properly executed on behalf of Purchaser by its duly authorized officer and any and all actions which are or may be necessary to fully authorize Purchaser to enter into and perform this Agreement have been properly obtained;

(ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not constitute a default by Purchaser of any other agreement to which Purchaser is a party; and

(iii) Purchaser has not engaged any broker with respect to the purchase and sale of the Property contemplated under this Agreement.

B. Purchaser will not take, or cause to be taken, any action which would cause or threaten to cause, any of the representations stated herein to become incorrect or untrue.

#### 8. CONDITIONS PRECEDENT.

The Purchaser's obligation to purchase the Property hereunder is expressly made subject to the satisfaction (or waiver by the Purchaser) of each of the following conditions, on or before the Closing Date (or any earlier date expressly set forth below), in addition to all other conditions set forth in this Agreement:

- (i) the Property will be in the same condition as existed on the date of the effective date, reasonable wear and tear only excepted.
- (ii) that all representations of Seller contained in Paragraph 7 of this Agreement be true and correct in all material respects as of the date of Closing.

If any of the above conditions set forth in this Paragraph 9 have not been duly satisfied by either Closing Date or earlier date specified as to each condition, the Purchaser may rescind this Agreement for any property that has not already be closed, by written notice to the Seller on or before the respective Closing Date or the earlier date expressly set forth above, in. Thereafter, the parties hereto shall have no further rights, duties or obligations hereunder, except as is otherwise specifically provided in this Agreement. In the event that the party having the right to rescind this Agreement does not so elect to rescind this Agreement on or before the Closing Date or earlier date specified above, then such condition shall be deemed waived and this Agreement shall continue in full force and effect.

9. BROKERAGE COMMISSION; DISCLOSURE. The parties acknowledge that there are no Brokers representing either the Seller or the Purchaser in this transaction. It is understood and agreed that no commission shall be due hereunder for any reason whatsoever. Purchaser and Seller each hereby indemnifies the other against and agrees to hold harmless the other from any and all claims for real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to the purchase and sale of the Property contemplated by this Agreement or any cancellation or termination of this Agreement.

At Closing, Seller and Purchaser shall each execute and deliver an affidavit confirming the foregoing in order to release any lien rights pursuant to the Commercial Real Estate Broker Lien Act, O.C.G.A. § 44-14-600, et. seq.

10. NOTICES.

Any notice, approval, requests, demands, tenders, or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received (i) as of the date when the notice is actually delivered, or (ii) if mailed, in the United States Mail, certified, return receipt requested, to the address for each party set forth below, as of the date which is the date of the post mark on such notice, or (iii) if delivered by courier or express mail service, telegram or mailgram, to the address for each party set forth below, where the carrier provides or retains evidence of the date of delivery, as of the date of such delivery, or (iv) one (1) day after being delivered to a nationally recognized commercial courier for next day delivery, to the address for each party set forth below, or (v) when transmitted by email (provided that confirmation thereof is delivered by certified or registered mail) to the email address for each party set forth below.

SELLER:

Michael G. Crow  
485 Maltbie St. #2  
Lawrenceville, GA 30046  
Email: [mcrow320@aol.com](mailto:mcrow320@aol.com)

PURCHASER:

City of Lawrenceville.  
Post Office Box 502  
Lawrenceville, Georgia 30046  
Attn: Chuck Warbington, City Manager  
Email: [chuck.warbington@lawrencevillega.org](mailto:chuck.warbington@lawrencevillega.org)

With a copy to:

Mahaffey Pickens Tucker, LLP  
1550 North Brown Road, Suite 125  
Lawrenceville, Georgia 30045  
Attn: Jeffrey R. Mahaffey  
Email: [jmahaffey@mptlawfirm.com](mailto:jmahaffey@mptlawfirm.com)

Any party may by notice to the other in the manner provided above, designate a different address for receiving notices under this Agreement. Any notice which is delivered to the notice

address on a non-business day shall be deemed given the next business day if left at the notice address; or, if not left at the notice address, the next business day when re-delivered to the notice address. The refusal to accept delivery shall not prevent any notice from being effectively given. A non-business day is a Saturday, Sunday or any legal holiday when national banks are closed for business to the general public.

# 11. DEFAULT.

## A. Remedies of Purchaser.

(i) In the event the Closing does not occur in accordance with the terms of this Agreement because of the inability of the Seller to convey good and marketable fee simple title to the Property because of title defects or objections, the Purchaser's sole right and exclusive remedy shall be either to (a) terminate this Agreement in which event the Earnest Money previously paid by Purchaser shall be immediately refunded to the Purchaser or (b) waive such inability and proceed to close the transaction without regard thereto. Despite the provisions of this Paragraph 11A(i), Purchaser may cure any monetary liens created, assumed or suffered by Seller against the Property and pay the same at Closing from the purchase price in accordance with the provisions of Paragraph 4 of this Agreement.

(ii) In the event the Closing does not occur in accordance with the terms of this Agreement due to the default of the Seller hereunder, the Purchaser shall have the right of specific performance, but not damages, except as provided immediately below, against Seller. In addition to the right to specific performance, Purchaser shall have the right to damages against Seller if and only if Seller, either before or during the term that this Agreement remains in effect, sells, assigns, rents, leases, conveys (absolutely or as security), grants a security interest in, or otherwise encumbers or disposes of, any portion of the Property or any interest or rights therein without the express prior written consent of the Purchaser (provided, however, the Seller shall have the right to encumber the Property with mortgages or deeds to secure debt provided the indebtedness secured does not exceed the Purchase Price and may be paid in full without any premium or penalty on the Closing Date). Neither an uncured title defect or objection against the Property, nor the inability of the Seller to convey title because of the Seller's failure to obtain title to the Property pursuant to the Seller's Contract shall be deemed to be an event of default on the part of Seller hereunder.

B. Remedies of Seller. If the Closing does not occur in accordance with the terms of this Agreement due to the default of the Purchaser, or in the event of a breach by the Purchaser of its obligations hereunder, the Seller shall be entitled, as its sole right and exclusive remedy, to receive the Earnest Money previously paid by Purchaser as full, final and complete liquidated damages in accordance with and under the authority contained in O.C.G.A. § 13-6-7. The parties understand and agree that (i) actual damages would be difficult or impossible to ascertain in the event of such default or breach and (ii) the sum specified as liquidated damages is a reasonable estimation of the probable loss which would be sustained by the Seller by reason of such default



or breach and is not a penalty or forfeiture. Seller hereby waives any right to damages (except as described in this Paragraph 11(B) or specific performance against the Purchaser.

## 12. ESCROW INSTRUCTIONS.

12.1 Investment of Earnest Money. Escrow Agent shall hold the Earnest Money in an insured non interest bearing account at a banking institution with which Escrow Agent has an established banking relationship. Escrow Agent shall promptly advise Seller and Purchaser if the Earnest Money is not received by Escrow Agent in a timely fashion.

12.2 Disbursement of Funds. At such time as Escrow Agent receives written Notice from Seller or Purchaser, or both, stating the identity of the party to whom the Earnest Money is to be disbursed, Escrow Agent shall disburse such Earnest Money pursuant to such notice; provided, however, that if such notice is given by either Seller or Purchaser but not both, Escrow Agent shall notify the other party in writing of such notice and shall withhold disbursement of the Earnest Money for a period of fifteen (15) calendar days after giving such notice and if Escrow Agent receives written Notice from either Seller or Purchaser within such fifteen (15) day period, which notice countermands or disputes the earlier notice of disbursement, then Escrow Agent shall withhold such disbursement until both Seller and Purchaser can agree upon a disbursement of the Earnest Money. Notwithstanding the foregoing, if Purchaser notifies Escrow Agent on or before the expiration of the Inspection Period of its election to terminate this Agreement pursuant to Paragraph 6.B, then no confirming notice from Seller shall be required by Escrow Agent, and Escrow Agent shall promptly disburse the Earnest Money as provided in Paragraph 6.B, without requesting or waiting for confirming notice from Seller. Seller and Purchaser agree to send to the other a duplicate copy of any written notice sent to Escrow Agent requesting disbursement or countermanding or disputing a request for disbursement.

12.3 Limited Liability. In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for any gross negligence, willful misconduct or breach of trust by Escrow Agent under this Agreement, and, accordingly, Escrow Agent shall not incur any such liability with respect to the following: (a) any action taken or omitted in good faith upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent under this Agreement; or (b) any action taken or omitted in reliance on any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a person or persons having authority to sign or present such instrument, and to conform with the provisions of this Agreement.

12.4 Disputes. Notwithstanding anything in this Agreement to the contrary, upon a dispute between Seller and Purchaser sufficient in the sole discretion of Escrow Agent to justify its doing so, or if Escrow Agent has not disbursed the Earnest Money on or before the thirtieth day (30<sup>th</sup>) day following the Closing Date specified in Paragraph 5.A (as the same may be extended as

provided herein or by agreement of Purchaser and Seller), then Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction the Earnest Money, together with such pleadings as it may deem appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement (other than with respect to any liabilities for gross negligence, willful misconduct or breach of trust by Escrow Agent).

12.5. Indemnity. Seller and Purchaser indemnify Escrow Agent against, and hold Escrow Agent harmless from, any and all claims, actions, demands, losses, damages, expenses (including, without limitation, court costs, attorneys' fees and accountant's fees) and liabilities that may be imposed upon performance of its duties under this Paragraph 12, including, without limitation, any litigation arising from this Agreement or involving the subject matter of this Agreement, but excluding any such claims, actions, demands, losses, damages, expenses and liabilities resulting from or arising out of any gross negligence, willful misconduct or breach of trust by Escrow Agent under this Agreement. If there is any litigation arising from this Agreement or involving the subject matter hereof, and if Seller and Purchaser are opposing parties in such litigation, then the party prevailing in such litigation shall be reimbursed promptly upon demand by the other such party in an amount equal to that amount which the prevailing party shall have paid Escrow Agent with respect to such litigation and its subject matter pursuant to the indemnification agreement contained in this Paragraph 12.5. The provisions of this Paragraph 12.5 shall survive the Closing or any termination, cancellation or rescission of this Agreement.

13. THREAT OF CONDEMNATION. The City of Lawrenceville has the power of eminent domain. The parties acknowledge that the City of Lawrenceville has been in prior discussions with Seller concerning the acquisition of the Property to be used for redevelopment purposes, including but not limited to the condemnation and/or taking of the Property via the City's power of eminent domain. The purchase and sale under this Agreement would be under threat of eminent domain. This agreement is entered into as an offer of settlement and compromise of pending or threatened litigation relating to the condemnation and/or taking of the Property via the City's power of eminent domain, and shall be inadmissible in any action or litigation pursuant to O.C.G.A. § 24-4-408.

14. MISCELLANEOUS.

A. Termination. In the event this Agreement is terminated pursuant to the terms hereof or otherwise, the terminating party shall give notice thereof to the other party and this Agreement shall be null and void and of no force or effect and the parties shall have no rights, obligations or liabilities hereunder, except those which expressly survive the termination of this Agreement.

B. Waiver. The failure of any party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with any such term, condition or covenant under this Agreement.

C. Entire Agreement. This Agreement contains the sole and entire agreement of the Seller and the Purchaser with respect to the transaction contemplated hereunder and no representation, inducement, promise or agreement, parole or written, between the Purchaser and the Seller and not incorporated herein shall be of any force or effect. Any amendment to this Agreement shall be in writing and executed by the Purchaser and the Seller.

D. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and the respective successors, successors in title and permitted assigns. Purchaser shall be entitled to assign its rights hereunder.

E. Time is of the Essence. Time is of the essence with respect to this Agreement.

F. Survival of Provisions. The provisions of this Agreement shall not merge into the documentation from this transaction and shall survive the Closing of this transaction and the execution and delivery of the deed pursuant hereto.

G. Applicable Law. This Agreement and all amendments hereto shall be governed by and construed under the laws of the State of Georgia.

H. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby, and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

I. Date of this Agreement. In the event that any date or deadline set forth in this Agreement occurs on a Saturday, Sunday or legal holiday, such date or deadline shall automatically be extended to the next date which is not a Saturday, Sunday or legal holiday. The date of "final execution" and the "Effective Date" of this Agreement shall be the date of the last signature of Purchaser and Seller to this Agreement.

J. Possession. Full and complete possession of the Property shall be delivered to Purchaser at respective Closing of each Parcel.

L. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

[SIGNATURES COMMENCE ON FOLLOWING PAGE.]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, under seal, as of the day and year indicated opposite their names below.

PURCHASER:

\_\_\_\_\_  
Date

THE CITY OF LAWRENCEVILLE

By:\_\_\_\_\_  
David Still, Mayor

SELLER:

\_\_\_\_\_  
Date

By:\_\_\_\_\_  
Michael G. Crow

**EXHIBIT “A”**  
**Legal Description**  
(to be inserted)

## EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 146 of the 5th Land District, Gwinnett County, Georgia, containing 0.0504 acre as shown on a plat of survey for G. Michael Crow by McNally & Patrick, Surveyors, dated November 16, 1988, and more particularly described as follows:

To locate the place or point of beginning, begin at a point marked by a nail found on the northwest right of way line of Eaton Street located 339.28 feet northeast as measured along said right of way line from its intersection with the east side of North Crogan Street (a 60-foot right of way); run thence North 19 degrees 54 minutes 56 seconds West 13.95 feet to a point marked by an iron pin, WHICH IS THE TRUE PLACE OR POINT OF BEGINNING; from said beginning point as thus established, run North 19 degrees 54 minutes 56 seconds West 109.18 feet to an iron pin; run thence South 65 degrees 13 minutes 39 seconds East 31.10 feet to an iron pin; run thence South 20 degrees 29 minutes 00 seconds East 86.00 feet to a point; run thence South 66 degrees 49 minutes 00 seconds West 23.00 feet to a point marked by an iron pin, which is the true place or point of beginning.

This is a part of the property conveyed to the grantors herein by W. P. Ezzard at Deed Book 95, Page 399, Gwinnett County Records.





# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 17, 2021

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

**Item:** Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville (DDA) to transfer 452 Eaton Street for redevelopment purposes

**Department:** City Manager

**Date of Meeting:** Wednesday, November 17, 2021

**Fiscal Impact:**

**Presented By:** Barry Mock, Assistant City Manager

**Action Requested:** Approve the Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville to transfer the property identified as 452 Eaton Street to the DDA for redevelopment purposes upon the approval of the agreement by the City Attorney

---

**Summary:** The City and DDA have acquired and assembled multiple properties along Eaton Street in the Depot area for the purposes of redevelopment. This Intergovernmental Agreement with the Downtown Development Authority transfers the properties to the DDA. The IGA requires the DDA to provide to the City all proceeds received by the DDA for the sale of the properties.

**Attachments/Exhibits:** Intergovernmental Agreement for transfer of 452 Eaton Street

**INTERGOVERNMENTAL AGREEMENT**  
**452 Eaton Street**

This **INTERGOVERNMENTAL AGREEMENT (“IGA”)** is made and entered into as of the \_\_\_\_day of \_\_\_\_\_, 2021, by and between the **CITY OF LAWRENCEVILLE, GEORGIA**, a Georgia municipal corporation in the State of Georgia (the “**City**”), and the **DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA**, a public corporation created and existing under the laws of the State of Georgia (the “**DDA**”).

**W I T N E S S E T H:**

**WHEREAS**, the DDA was created pursuant to the provisions of Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia, the Downtown Development Authorities Law of the State of Georgia, O.C.G.A. § 36-42-1, *et seq.*, as amended, and an activating resolution of the Council of the City of Lawrenceville, duly adopted on November 7, 1983, as amended, and is now existing and operating as a public body corporate and politic, and

**WHEREAS**, in order to encourage the development and revitalization of its downtown business district, the Mayor and Council of the City of Lawrenceville duly adopted the Resolution on November 7, 1983, creating the DDA and designating a geographic area to be known as the Downtown Development Area, which area has since been altered from time to time; and

**WHEREAS**, the City now desires to transfer certain properties to the DDA subject to certain terms and conditions, which properties will be used by the DDA for redevelopment purposes; and

**WHEREAS**, said property is located within the geographic boundaries of the Downtown Development Area, and the DDA is willing to accept the properties from the City subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants set forth herein, the amounts set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the DDA do hereby agree as follows:

1. The City shall purchase the property described as 452 Eaton Street, Lawrenceville, GA, PIN 5145 B072 (Subject Property) for ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000), plus any closing costs associated with the purchase, and upon such purchase, the City shall transfer the Subject Property to the DDA.
2. The DDA shall transfer to the City the amount of the purchase price paid by the City, ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000), plus any closing costs incurred by the City in the purchase of the property.

3. The transfer of the Subject Property by the DDA MAY be subject to restrictions and covenants deemed appropriate by the DDA which shall be intended to make certain that the Subject Property shall be developed in a manner which is consistent with the development plan to be approved by the City and in a manner which will provide economic redevelopment and revitalization of the area. The City shall have the right to approve the restrictions and covenants prior to any transfer of the Subject Property by the DDA. These covenants and restrictions may be recorded with the deed or other agreement transferring the property to any private owner. If a potential purchaser of the Subject Property files for a rezoning of the Subject Property, the rezoning will go through the normal process and the City makes no representations as to the outcome of any rezoning proposed.
4. The Mayor, Mayor Pro Tem, City Manager, City Clerk, and City Attorney, and/or their appropriate designees are hereby authorized to complete the transfer of the Subject Property and to take any and all action necessary and appropriate to carry out the intent of this Intergovernmental Agreement between the parties.
5. This IGA and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.
6. This IGA expresses the entire understanding and agreement between the parties hereto.
7. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this IGA shall not affect the remaining portions of this IGA or any part thereof.
8. This IGA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
9. No waiver, amendment, release, modification of this IGA shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.

**CITY OF LAWRENCEVILLE, GEORGIA**

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
David R. Still, Mayor

Attest \_\_\_\_\_  
Karen Pierce, City Clerk

(City Seal)

**CITY OF LAWRENCEVILLE DOWNTOWN  
DEVELOPMENT AUTHORITY**

Date Signed: \_\_\_\_\_

By \_\_\_\_\_  
Chairman

Attest \_\_\_\_\_  
Secretary

(Authority Seal)